

AGENDA
SNYDER CITY COUNCIL REGULAR MEETING
SEPTEMBER 12, 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 Special Council Meeting, August 15, 2016.(Pages 1-4)

Documents:

[MIN160815.PDF](#)

VI. BIDS:

1. Consider And Act On Awarding The Depository Bid.(Page 5)

Documents:

[DEPOSIT BID.PDF](#)

VII. NEW BUSINESS:

1. Consider And Act On Casting Votes For The Texas Municipal League Intergovernmental Risk Pool Board Of Trustees.(Pages 6-11)

Documents:

[TML BOARD OF TRUSTEES.PDF](#)

2. Consider And Act On Casting A Vote For The Texas Municipal League Intergovernmental Employee Benefits Pool Board Of Trustees.(Pages 12-13)

Documents:

[TML EMPLOYEE BENEFITS POOL.PDF](#)

3. Consider And Act On Approval Of Resolution R160912A Reviewing The City's Investment Policy As Captioned Below:(Pages 14-24)

A RESOLUTION REVIEWING THE INVESTMENT POLICY FOR THE CITY OF SNYDER.

Documents:

[R160912A.PDF](#)

4. Consider And Act On Approval Of Resolution R160912B Designating Snyder Daily News As The Official Newspaper For The City Of Snyder As Captioned Below:(Page 25)

A RESOLUTION OF THE CITY OF SNYDER, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER FOR THE FISCAL YEAR 2016 - 2017.

Documents:

[R160912B.PDF](#)

5. Consider And Act On Approval On First Reading An Ordinance Regarding Changes In The Utility Ordinance To Clarify Minimum Charges For Apartments, Multiple Family And Multiple Business Units, To Amend Fire Hydrant Monthly Service Charge To Reflect \$2.50 Increase And Correct Deposit Amounts For Fire Hydrants As Captioned Below: (Pages 26-44)

AN ORDINANCE REPLACING ORDINANCE NO. 2039 ESTABLISHING WATER RATES, WASTEWATER RATES, SANITATION RATES, LANDFILL FEES, SEPTIC WASTE FEES, ROLL-OFF FEES, DEPOSITS, SERVICE CHARGES, FINES, POLICIES AND PROCEDURES FOR THE CITY OF SNYDER, TEXAS: REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

Documents:

[UTILITY ORDINANCE 1ST READ.PDF](#)

6. Consider And Act On Approval On First Reading An Ordinance Amending Ordinance No. 208 Clarifying The Language Of Using Or Furnishing Water Without Permission As

Captioned Below:(Pages 45-46)

AN ORDINANCE AMENDING ORDINANCE NO. 208 TO CLARIFY THE LANGUAGE OF USING OR FURNISHING WATER WITHOUT PERMISSION AND TO ADD ADDITIONAL REGULATIONS REGARDING THE PROVISION OF WATER TO OTHERS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Documents:

[FURNISH WATER 1ST READ.PDF](#)

7. Consider And Act On Approval On First Reading An Ordinance Granting Oncor An Electric Power Franchise As Captioned Below:(Pages 47-53)

AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF SNYDER, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

Documents:

[ONCOR 1ST READ.PDF](#)

8. Consider And Act On Approval On First Reading An Ordinance Regulating The Parking, Storage, And Occupancy Of Recreational Vehicles As Captioned Below:(Pages 54-57)

AN ORDINANCE OF THE CITY OF SNYDER, TEXAS, REGULATING THE PARKING, STORAGE, AND OCCUPANCY OF RECREATIONAL VEHICLES WITHIN THE CITY LIMITS; PROVIDING FOR A MAXIMUM PENALTY OF \$500 FOR EACH VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Documents:

[REGULATING PARKING 1ST READ.PDF](#)

9. Consider And Act On Approval Of The Chapter 380 Economic Development Agreement Between The City Of Snyder And Power Sky Capital LLC.(Pages 58-69)

Documents:

[CHAPTER 380 .PDF](#)

10. Consider And Act On Approval The City Of Snyder's Purchasing Procedures.(Pages 70-73)

Documents:

[PURCHASING PROCEDURES.PDF](#)

11. Discussion Of Proposed Ordinance Regarding Exterior Construction Requirements For Residential And Non-Residential Construction.(Pages 74-82)

Documents:

[EXTERIOR CONSTRUCTION .PDF](#)

12. Consider And Act On Selling The House Sitting On The Property Located At 2301 Avenue T To Be Moved.
13. Consider And Act On Appointing A Chairperson For The Building Standards Commission Board.
14. Consider And Act On Appointing A Vice-Chairperson For The Building Standards Commission Board.
15. Consider And Act On Appointing A Secretary For The Building Standards Commission Board.

VIII. EXECUTIVE SESSION:

1. Council May Act In Open Session On The Following Item:
2. Consultation With Attorney. (Section 551.071 Texas Government Code.) Regarding EOC Claim # 846-2016-13898.

IX. RECONVENE IN OPEN SESSION:

1. Consider And Act On EOC Claim # 846-2016-13898.

X. INFORMATION:

1. Monthly Personnel Report.(Pages 83-85)

Documents:

[PERSONNEL REPORT 160908.PDF](#)

2. Next Regular Council Meeting Is October 3, 5:30 P.m.; Building Standards Commission Meeting October 3, 4:30 P.m.

XI. ADJOURNMENT:

1. Consider Motion To Adjourn.

MINUTES OF THE SPECIAL COUNCIL MEETING

CITY OF SNYDER

AUGUST 15, 2016

A Special 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

And the following absent:

Attorney for the City, Bryan Guymon

ITEM I. INVOCATION:

The invocation was given by Tom Strayhorn.

ITEM II. PUBLIC HEARING: COMMUNITY DEVELOPMENT BLOCK GRANT – 2014 TEXAS CAPITAL FUND CONTRACT #7214242

1. Open. Time: 5:32 p.m.
2. Discussion: Mary Alice Smith with Grant Works provided the council with an update stating the project, which involved installing water lines to Solvay, was complete and came in \$200,000 under budget. She stated the company had retained 42 jobs, which was a requirement of the grant. The company had originally committed to retaining 55 jobs, but because the bid for the project was under budget, that number was reduced.
3. Close. Time: 5:47 p.m.

ITEM III. PUBLIC HEARING: 2016-2017 BUDGET

1. Open. Time: 5:47 p.m.
2. Discussion: Mayor Tony Wofford questioned how much the city had budgeted for attorney expenses and Councilmember Vernon Clay questioned how the budget reached its total of just over \$19 million. Patricia Warren Finance Director stated the City had \$85,000 budgeted for attorney expenses and explained how the city reached its total budget of \$19,023,775.
3. Close. Time: 5:55 p.m.

ITEM IV. RECOGNIZE VISITORS:

Mayor Tony Wofford recognized the following visitors:

Bill Crist, Snyder Daily News; Bill Lavers, Development Corporation of Snyder; Mary Alice Smith, Grant Works.

ITEM V. VISITORS/CITIZENS FORUM:

No Discussion.

ITEM VI. MINUTES:

1. Councilmember Steve Highfield made the motion to approve the minutes of the Special Council Meeting, August 8, 2016.

The motion was seconded by Councilmember Rodney Dupree 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. 2038 regarding the 2016-2017 budget as captioned below:

AN ORDINANCE MAKING APPROPRIATION FOR THE SUPPORT TO THE CITY GOVERNMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017.

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 Highfield made the motion to adopt on second reading Ordinance No. 2039 regarding the 2016-2017 utility rates and repealing Ordinance No. 2028, with a \$2.50 increase in water rates and \$2.50 increase in sewer rates as captioned below:

AN ORDINANCE REPLACING ORDINANCE NO. 2028 ESTABLISHING WATER RATES, WASTEWATER RATES, SANITATION RATES, LANDFILL FEES, SEPTIC WASTE FEES, DEPOSITS, SERVICE CHARGES, FINES, POLICIES AND PROCEDURES FOR THE CITY OF SNYDER, TEXAS: REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

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

Ayes: All members present voted yes.

Noes: None.

3. Councilmember Rodney Dupree made the motion to adopt on second reading Ordinance No. 2040 regarding the 2016-2017 tax rate as captioned below:

AN ORDINANCE SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF SNYDER, TEXAS, FOR THE YEAR 2016, APPORTIONING

**SAID LEVY AMONG THE VARIOUS FUNDS AND
ITEMS FOR WHICH REVENUE MUST BE RAISED;
AND ASSESSING PENALTY AND INTEREST FOR
THE NON-PAYMENT OF SUCH TAXES WITHIN
THE TIME SET THEREFORE.**

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

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

ITEM VIII. NEW BUSINESS:

- I. Councilmember Luann Burleson made the motion to approve Resolution R160815 approving the amendments to the tax abatement guidelines and criteria as captioned below:

**A RESOLUTION OF THE SNYDER CITY COUNCIL
APPROVING THE AMENDMENTS TO THE CITY OF
SNYDER TAX ABATEMENT GUIDELINES AND
CRITERIA.**

The amendments include reducing the minimum amounts of addition to the tax roll from \$500,000 to \$50,000, reducing the net economic benefit to the City from \$1,000,000 to \$100,000 and changing the definition of modernization to - "**Modernization**" means the replacement and upgrading of existing facilities which increases the productive input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, or repairing.

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

Ayes: Councilmembers Luann Burleson, Tom Strayhorn, and Vernon Clay.
Noes: Councilmembers Steve Highfield, Rodney Dupree, and Steve Rich.

Motion was denied. Mayor Tony Wofford broke the tie and voted to change the definition of modernization to - "**Modernization**" Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery or equipment.

Councilmember Steve Rich made the motion to approve changing the definition of modernization to - "**Modernization**" Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery or equipment.

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

Ayes: Councilmembers Rodney Dupree, Vernon Clay, Steve Rich, and Steve Highfield.
Noes: Councilmembers Tom Strayhorn and Luann Burleson.

ITEM IX. EXECUTIVE SESSION: Time -- 6:38 p.m.

Council may act in Open Session on the following item:

- I. Economic development negotiations. (Section 551.087 Texas Government Code.) Power Sky Capital, LLC

ITEM X. RECONVENE IN OPEN SESSION:

1. Councilmember Vernon Clay made the motion to allow City Manager Merle Taylor to continue negotiations with Power Sky Capital, LLC.

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

Ayes: All members present voted yes.

Noes: None.

ITEM XI. INFORMATION:

1. Regular Council Meeting, September 12, 5:30 p.m.; Building Standards Commission Meeting, September 12, 4:30 p.m.

ITEM XII. ADJOURNMENT:

1. Councilmember Rodney Dupree made the motion to adjourn.

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

Ayes: All members present voted yes.

Noes: None.

The meeting was adjourned at 7:34 p.m.

Mayor

ATTEST:

City Secretary

Approved: September 12, 2016.

City of Snyder
Bank Depository
Two year Contract - October 2016 - September 2018

<u>Aim Bank</u>		
Interest rates on NOW accounts	Based on 91 Day Treasury Bill monthly average discount rate plus .15 basis points with a floor of .65%	0.48
CD Interest Rate 6 months	.15 basis points above 13 week Treasury Bill with a floor of .65 basis points.	0.48
	Interest compounded daily deposited monthly	

Prosperity Bank No bid

Community Bank of Snyder No bid

West Texas State Bank

Interest rate on NOW accounts	13 week treasury bill +10 basis points (dated 09/01/16)	0.43
CD Interest Rate 6 months	13 week treasury bill + 15 basis points interest compounded monthly/ paid at maturity	0.48

First Bank & Trust *

Interest rate on NOW accounts	13 week treasury bill plus 6 basis points	0.39
CD Interest Rate 6 months	Premium Rate	0.45
CD Interest Rate 3 months	Premium Rate	0.25
CD Interest Rate 1 month	Premium Rate	0.20

It is the staff's recommendation to continue with Aim Bank. Their interest rate on NOW accounts is 48 basis points which is based on the 13 week treasury bill plus .15 basis points with a floor of .65. Interest rate will be adjusted on the first business day of each month based upon the end of month rate of the US Treasury

The interest rates for CD's regardless of the terms, (1 month, 3 month, or 6 month) is 15 basis points above 13 week T Bill with a floor of .65 basis points.

5 The 13 week Treasury Bill as of 09/01/16 is .33

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 6 – 9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2016. Ballots received after September 30, 2016, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 6

- Mary Gauer (Incumbent).** Ms. Gauer has served on the TML Risk Pool Board of Trustees since 1998 and as Chair from 2010 to 2012. She served on the Harker Heights City Council from 1991 to 1998, and as Mayor from 1998 to 2004. Ms. Gauer serves as an elected citizen member of the Executive Committee of the Central Texas COG. She has served as President of the TML Association of Mayors, Councilmembers and Commissioners and the TML Region 9. She has also served as chair or member of several TML legislative committees.

- Kyle J. Jung.** City Manager for Manvel (Region 14) since January 17, 2012. Mr. Jung has more than 20 years of local government experience working for the cities of Flatonia and Sour Lake as City Manager, cities of Lubbock and Big Spring in various administrative roles, and with the Texas Municipal League. At the Texas Municipal League, he was chiefly responsible for the governance of the Texas City Management Association. Mr. Jung has a Master's degree in public administration with an emphasis in budgeting and personnel management from Texas Tech University.

WRITE IN CANDIDATE:

PLACE 7

- Richard Jorgensen.** City Manager of Giddings (Region 10). Previously, he served as City Manager for Vidor, Silsbee, and Sour Lake. Mr. Jorgensen has 20 years' experience in city government preparing, coordinating and monitoring the annual fiscal budget. He has also been involved in 4A and 4B economic development corporations for 13 years as either chairman or as a director. He has a Bachelor's degree in business administration and a Master's degree in public administration. He is involved with the Texas City Managers Association, serving on the Board for two years.

- C.J. Wax (Incumbent).** Mayor of Rockport since 2010. Mr. Wax is the current President of TML and served as the TML Region 11 Board Representative to the TML Board from 2011-15. He has served on the TML Risk Pool Board since 2013. He also has served on the Care Regional Board of Trustees since 2014 (currently as Chairman), on the Texas Windstorm Task Force under Chairman Todd Hunter, and on the Rockport Planning and Zoning Commission from 2009-10. He currently represents Rockport on the Coastal Bend COG, Aransas County Pathways, and Storm Water Advisory Committees.

WRITE IN CANDIDATE:

PLACE 8

Jim Cox. City Administrator for the City of Leonard (Region 13) since October 1, 2015. He previously served as City Administrator in Lindale, Texas, and Groesbeck, Texas. He also served for two terms on the City Council and on the Home Rule Charter Commission for Bay City, Texas. Mr. Cox is active in TCMA serving on the Membership Committee and Small Cities Advisory Board. He is a graduate of the Certified Public Manager Program at Stephen F. Austin University and attended the University of Texas at Arlington majoring in Business Administration.

Andrea M. Gardner. City Manager for the City of Copperas Cove (Region 9) since 2007. Previously, she was the Assistant City Manager/Director of Finance for Copperas Cove, Director of Finance for Pearland, and the Senior Budget Coordinator for Pasadena. She holds a Bachelor's degree in Accounting from the University of Houston and is a Certified Public Manager. Ms. Gardner also serves on the Metropolitan Planning Organization Technical Committee as the City's representative and the Central Texas COG's Executive Committee as a Citizen Liaison.

Larry Melton (Incumbent). Mayor for Odessa (Region 4) from 2001 to 2012. Mr. Melton also served three years as a councilmember. He has served on the TML Risk Pool Board of Trustees since 2009 and as Chair since 2014. He is the Chief Executive Officer of a regional public accounting firm, Johnson, Miller and Company, where he is responsible for all administrative and human resources areas of the firm. Previously, Mr. Melton was in the banking business for approximately 30 years. He is active in the United Way of Odessa and Odessa Chamber of Commerce. In 1993, he was honored as Odessa's outstanding citizen.

WRITE IN CANDIDATE:

PLACE 9

- Richard L. Davis.** City Manager for Baytown (Region 14) since 2015. Mr. Davis also served as City Manager for West Jordan, Utah; Town Manager for Fountain Hills, Arizona; and City Manager for West Point City, Utah. He has a Bachelor's degree in Public Relations from BYU and a Master's degree in Public Administration from BYU. He is a graduate of the Romney Institute of Public Management (Marriott School of Management) and the recipient of the Lennis M. Knighton Award for high academic achievement. He is a credentialed Municipal Manager by the International City and County Management Association.

- Andres Garza (Incumbent).** City Manager for the City of Wharton (Region 14) since 1994. Mr. Garza has served on the TML Risk Pool Board of Trustees since 1984, serving as Chair from 1994-1996. He served as the Pearsall City Manager from 1980 to 1994. Mr. Garza has been in public service for over 39 years of which 36 have been as a City Manager. He serves on the TML Small City's Advisory Council, has a BBA degree from Southwest Texas State University, and is a member of TCMA and ICMA.

- Rick A. Schroder.** City Administrator for the City of Helotes (Region 7) since September 2008. Mr. Schroder also served Helotes as the Economic Development Corporation's Specialist from November 2006 to September 2008. He graduated Magna Cum Laude from Trinity University in 2004 and earned a Master of Public Service and Administration in 2006 from the George H.W. Bush School of Government and Public Service at Texas A&M University. He interned for Congressman Henry Bonilla and for Ron Kaufman, former White House Political Director for President George H.W. Bush.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness by hand, this _____ day of _____, 2016.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity



MEMORANDUM

TO: TML MultiState Intergovernmental Employee Benefits Pool Members of Region 3
DATE: August 17, 2016
RE: 2016 Board of Trustee Election

Enclosed is your ballot for the Board of Trustee election. All qualified nominees appear on the ballot. Please see that this ballot is placed on the agenda for the next meeting of your governing body. **To be counted, ballots must certify that the vote was taken at an official meeting of the governing body.** Enclosed is a pre-addressed envelope to return your ballot. The Board Secretary must receive ballots by 5:00 p.m. (CST) on September 26, 2016 at Bickerstaff Heath Delgado Acosta LLP, 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas 78746. Ballots may be submitted to the Board Secretary by mail, by facsimile (512) 320-5638 or electronically to cfryer@bickerstaff.com.

The term of office will be from October 1, 2016 through September 30, 2019 for the individual elected. The Trust Agreement provides that "if more than two (2) candidates are running, the person receiving the largest number of votes shall be elected."

Further, the Trust Agreement provides "write-in candidates otherwise duly qualified shall be eligible for election." To be duly qualified the individual must be either an employee or elected official of an incorporated city within the state of Texas, which is a Member of the Pool at the time of their election. A municipal "employee" is a person who holds a position of Department Head or higher; works at least 20 hours per week for an incorporated city; is paid by the incorporated city with incorporated city funds; and may be hired and fired only by another incorporated city official or by the incorporated city's governing body. Nominees may not be voting Board Members of the Texas Municipal League or the Texas Municipal League Intergovernmental Risk Pool.

If you have any questions, please contact me at (512) 472-8021.

A handwritten signature in black ink that reads "Catherine Fryer".

Catherine Fryer
Board Secretary

Enclosures

RECEIVED
AUG 22 2016

CITY OF SAN ANTONIO
REGISTRATION DEPT



**TML MultiState Intergovernmental Employee Benefits Pool
Board of Trustees – TML Region 3**

**Term of Office
October 1, 2016 – September 30, 2019**

Please vote for one candidate.

David Riley ~ Mayor, City of Idalou

Mr. Riley currently serves as the Mayor for the City of Idalou. Mr. Riley has been a resident of the City of Idalou since 1996 and has worked hard to be in service to his community for the last several years. Mr. Riley currently serves as the Board President of the Idalou Economic Development Council and as a Board member of the South Plains Association of Governments. Mr. Riley owns a manufacturing company in Lubbock serving the Cotton Industry. Mr. Riley has served on the TML MultiState IEBP Board of Trustees since 2010.

I certify that this ballot is cast in accordance with official action taken at a duly called meeting on _____, 2016.

Signature

Title

Entity

Ballots may be submitted by mail in envelope provided, by facsimile (512) 320-5638 or electronically to cfryer@bickerstaff.com to be received by September 26, 2016

Catherine Brown Fryer
Bickerstaff Heath Delgado Acosta LLP
3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas 78746

RESOLUTION R160912A

**A RESOLUTION REVIEWING THE
INVESTMENT POLICY FOR THE CITY OF
SNYDER.**

WHEREAS, the State of Texas passed HB 2459 amending Chapter 2256, Government Code, known as the Public Funds Investment Act; and

WHEREAS, the City of Snyder adopted by Resolution R950905B and amended by Resolution R970407A a written investment policy regarding the investment of its funds and funds under its control according to Section 2256.005 of the Public Funds Investment Act; and

WHEREAS, the Investment Policy must include all of the provisions as mandated in Chapter 2256; and

WHEREAS, the Investment Policy must be reviewed annually and have governing body approval of any amendments;

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

THAT, the City hereby reviews the current Investment Policy for the City of Snyder and recommends no amendments.

SIGNED AND SEALED this 12th day of September, 2016.

Mayor

ATTEST:

City Secretary

INVESTMENT POLICY

1.0 POLICY

It is the policy of the City of Snyder to invest funds in a manner which will provide maximum security with market return while meeting the daily cash flow demands of the entity. Conform to all state laws and statutes which govern the investment of public funds, including but not by way of limitation, the Public Funds Investment Act, Chapter 2256, Government Code and Public Funds Collateral Act, Chapter 2257, Government Code.

2.0 SCOPE

This investment policy applies to all financial assets of the City. These funds are accounted for in the Comprehensive Annual Financial Report and include:

General Fund
Special Revenue Fund
Enterprise Funds
Internal Service Funds
Capital Project Funds

3.0 PRUDENCE

Investments shall be made with judgment and care - - under circumstances then prevailing-which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. The governing body of the investing entity retains ultimate responsibility as fiduciaries of the assets of the entity.

PFA2256.006(a-b)

4.0 OBJECTIVE

The primary objectives, in priority order of the investment activities shall be:

1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
2. **Liquidity:** The investment portfolio will remain sufficiently liquid to enable the City of Snyder to meet all operating requirements, which might be reasonably anticipated.
3. **Yield:** The investment portfolio shall be designed with objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

5.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from the following: Resolution No. 950905B. Management responsibility for the investment program is hereby delegated to the Investment Officer, who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, PSA repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer(s). The Investment Officer(s) shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

6.0 INVESTMENT TRAINING

The entity shall provide periodic training in investments for the investment personnel through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the entity's investment personnel making investment decisions in compliance with the Public Funds Investment Act.

Investment officers must attend at least one training session within 12 months of assuming this duty. Training from an independent source approved by the governing body of the local government and containing at least 10 hours of instruction relating to the treasurer's or officer's responsibilities, and thereafter every two years. . Training must include education in investment controls, security risks, strategy risks, market risks, and compliance with state investment statutes.

7.0 ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. The investment officer must file a disclosure statement with the Texas Ethics Commission and the governing body if the officer has a personal business relationship with a business organization offering to engage in an investment transaction with the City or the officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity.

8.0 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Investment Officer(s) will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the state of Texas. No public deposit shall be made except in a qualified public depository as established by state laws.

Investments shall only be made with those business organizations that have provided the entity with a written instrument, executed by a qualified representative of the firm, acknowledging that the business organization has received and reviewed the entity's Investment Policy and implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's investment Policy, PHIA 2256.005(k-l).

9.0 AUTHORIZED AND SUITABLE INVESTMENTS

The City of Snyder is empowered by statute to invest in the following:

U.S. Treasury Bills and Notes

Repurchase Agreements: A Master Repurchase agreement in the form of the PSA Tri-party Repurchase Agreement must be signed with all counter parties. All counter parties must be Authorized Financial Dealers and Institutions as defined in Section 7.0 of this investment policy.

Certificates of Deposit

Securities of, or other interests in, any no load open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as amended from time to time, provided that:

- 1) the portfolio of such investment company or investment trust is limited to United States government obligations or agencies of the federal government and repurchase agreements fully collateralized by such securities.
- 2) shares of the investment company or investment trust are rated in the highest category by two nationally recognized rating services.

Government Sponsored Investment Funds: The Funds must comply with all facets of the "National Association of State Treasures Statement in Favor of Full Disclosure for Local Government Investment Pools" adopted December 4, 1989, and as amended from time to time.

Local Government Investment Pools: Either state-administered or through joint powers statutes and other intergovernmental agreement legislation.

Commercial Paper: With a stated maturity of 270 days or fewer from the date of its issuance; and Is rated not less than A-1 or P-1, or an equivalent rating, by at least two nationally recognized credit rating agencies; or one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit used by a bank organized and existing under the laws of the United States or any state.

10.0 COLLATERALIZATION

All certificates of deposits must be collateralized by U.S. Treasury Obligations. Collateral must be held by a third party and valued on a monthly basis. The percentage of collateralization will adhere to the amount required under Collateral for Public Funds, Chapter 2257, Texas Government Code. .

11.0 SAFEKEEPING AND CUSTODY

All security transactions entered into by the City of Snyder shall be conducted on delivery-versus-payment (DVP) basis. Securities will be held by a third party custodian designated by the Treasurer and evidenced by safekeeping receipts.

12.0 DIVERSIFICATION

The City of Snyder will diversify its investments by security type and institution.

13.0 MAXIMUM MATURITIES

The City will make every attempt to match its investments with anticipated cash flow requirements.

14.0 INTERNAL CONTROL

The Investment Officer(s) shall establish an annual process of independent review by an external

auditor. This review will provide internal control by assuring compliance with policies and procedures.

15.0 PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

1. **Market Yield (Benchmark):** The entity's investment strategy is passive. Given this strategy, the basis used by the Investment Officer(s) to determine whether market yields are being achieved shall be the six-month U.S. Treasury Bill and the average Fed Funds rate.

16.0 REPORTING

The Investment Officer(s) is charged with the responsibility of including a market report on investment activity and returns in a quarterly report to the Council. Reports will include performance, market sector breakdown, number of trades, interest earnings, etc.

17.0 INVESTMENT POLICY ADOPTION

The City's Investment Policy shall be adopted by resolution of the City Council. Moreover, the Policy shall be reviewed on an annual basis, and modifications must be approved by the City Council.

INVESTMENT STRATEGIES

The City of Snyder maintains portfolios which utilize four specific investment strategy considerations designated to address the unique characteristics of the fund groups represented in the portfolios.

Investment strategies for operating funds and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium-term securities which will compliment each other in a laddered or barbell maturity structure. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity dates of each security.

Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date.

Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Except as may be required by the bond ordinance specific to an individual issue, securities should be of high quality, with short to intermediate-term maturities. Volatility shall be further controlled through the purchase of securities carrying the highest coupon available, within the desired maturity and quality range, without paying a premium, if at all possible. Such securities will tend to hold their value during economic cycles.

Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

GLOSSARY

AGENCIES: Federal agency securities.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid). See Offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER: Unsecured, short-term (less than 270 days) corporate debt rated as to the degree of credit risk. Commercial paper is a money-market security issued (sold) by large corporations to obtain funds to meet short-term debt obligations (for example, payroll), and is backed only by an issuing bank or corporation's promise to pay the face amount on the maturity date specified on the note. Since it is not backed by collateral, only firms with excellent credit ratings from a recognized credit rating agency will be able to sell their commercial paper at a reasonable price. Commercial paper is usually sold at a discount from face value, and carries higher interest repayment rates than bonds. Typically, the longer the maturity on a note, the higher the interest rate the issuing institution pays. Interest rates fluctuate with market conditions, but are typically lower than banks' rates.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report for the City of Snyder. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provision, extensive introductory material, and a detailed Statistical Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities; delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$100,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve Guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHA mortgages. The term "passthroughs" is often used to describe Ginnie Maes.

LETTER OF CREDIT: Is a primary obligation of the issuer (independent of all other obligations under the other underlying contracts among the applicant, the beneficiary, or the issuer) to honor drafts or demands for payment of the Beneficiary presented in compliance with the terms and conditions of the Letter of Credit. Eligible security under Section 2257.002 of the Texas Government Code.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase---reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer). See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserves' most important and most flexible monetary policy tool.

POOLS: The purpose of a pool is to allow political subdivisions to pool investable funds in order to achieve a potentially higher yield. There are basically three types of pools: 1) state-run pools; 2) pools that are operated by a political subdivision where allowed by law and the political subdivision is the trustee; and 3) pools that are operated for profit by third parties. Prior to any political subdivision being involved with any type of pools, a thorough investigation of the pool and its policies and procedures must be reviewed.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states, the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state---the so-called legal list. In other states, the trustee may invest in a security if it is one, which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: when the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities of more than 10 years.

TREASURY NOTES: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD OR YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

CERTIFICATION

I hereby certify that I have personally read and understand the investment policies and master repurchase agreement conditions of the City of Snyder, and have implemented reasonable procedures and controls designed to fulfill those objectives and conditions. Transactions between this firm and the City of Snyder will be directed towards precluding imprudent investment activities and protecting the City from credit or market risks.

All the personnel of this firm dealing with the City of Snyder's account have been informed and will be routinely informed of the City's investment horizons, limitations, strategy and risk constraints, whenever we are so informed.

This firm pledges due diligence in informing the City of foreseeable risks associated with financial transactions connected to this firm.

_____	_____
(Firm)	(Registered Principal of Firm)
Primary Representative	

(Signature)	

(Name)	

(Title)	

(Date)	

RESOLUTION R160912B

**A RESOLUTION OF THE CITY OF SNYDER, TEXAS,
DESIGNATING AN OFFICIAL NEWSPAPER FOR THE FISCAL
YEAR 2016 - 2017.**

WHEREAS, *The Snyder Daily News*, a newspaper in the City of Snyder, has a large circulation, is printed daily, and meets the statutory requirements for official newspapers.

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

1. The City Council of the City of Snyder hereby designates *The Snyder Daily News*, a public newspaper in and of the City of Snyder, Scurry County, Texas, as the official newspaper of said City, the same to continue as such until another is selected, and shall cause to be published therein ordinance captions with penalties for violation thereof, notices, and other matters required by law or by ordinance to be published.
2. This resolution shall become effective immediately upon its passage.

PASSED AND APPROVED by the Snyder City Council this 12th day of September, 2016.

Mayor

ATTEST:

City Secretary

ORDINANCE NO. ____

AN ORDINANCE REPLACING ORDINANCE NO. 2039 ESTABLISHING WATER RATES, WASTEWATER RATES, SANITATION RATES, LANDFILL FEES, SEPTIC WASTE FEES, ROLL-OFF FEES, DEPOSITS, SERVICE CHARGES, FINES, POLICIES AND PROCEDURES FOR THE CITY OF SNYDER, TEXAS: REPEALING ALL ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Legislature has found that the control of solid waste collection and disposal is the responsibility of local governments; and,

WHEREAS, State law mandates that each municipality shall assure that solid waste management services are provided to all persons within its jurisdiction either by a public agency or a private person {TEX. HEALTH & SAFETY CODE ANN SS363.11 (Vernon Supp. 1991)}; and,

WHEREAS, State law also authorizes a municipality to develop a local solid waste management plan for collection, handling, transportation, storage, processing and disposal for solid waste {TEX. HEALTH & SAFETY CODE ANN SS363.063 (Vernon Supp. 1991)}; and,

WHEREAS, the City Council finds that making the City of Snyder the exclusive provider for all solid waste services in the City except for certain commercial customers would be the most effective and efficient manner of providing those services and would serve the public health, safety and welfare; NOW, THEREFORE;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SNYDER, TEXAS:

SECTION 1: That from and after the passage of this Ordinance and as hereinafter provided for, the City of Snyder through its Utility Office, shall charge and collect from each consumer of water, sewer system user and sanitation service user for utilities and services provided by the City of Snyder to said consumer, the amounts and services calculated by application of the following rates and service charges for water consumption and services provided.

A. WATER RATES WITHIN THE CORPORATE LIMITS FOR THE CITY OF SNYDER FOR ALL MONTHS BEGINNING WITH THE MONTH FOLLOWING THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE AS FOLLOWS:

(1) Minimum charge per month inside city limits for 2,000 gallons or less shall be \$33.66.

~~(2) Minimum charge for apartments, multiple family unit dwellings and multiple business unit occupancy when supplied through a single meter shall be as follows:~~

(a) Two family unit or two business unit occupancy:	
4,000 gal. _____	\$47.74
(b) Three family unit or three business unit occupancy:	
6,000 gal. _____	\$63.32
(c) Four family unit or four business unit occupancy:	
8,000 gal. _____	\$78.90
(d) Five family unit or five business unit occupancy:	
10,000 gal. _____	\$94.48

- (3) For multiple family dwellings, apartments or multiple business accounts having more than one (1) family or business units, the minimum charge shall be \$33.66 for the first family or business unit plus \$16.83 or (50% of \$33.66) times the remaining number of family or business units for the first 2,000 gallons each unit.

Example: Family dwelling with 30 units/2,000 gallon minimum each unit:

$$1 @ \$33.66 + 29 @ \$16.83 = \$521.73/\text{month}$$

- (4) Excess over 2,000 gallons per month inside city limits shall be:

Monthly Consumption Tier	Rate per Thousand Gallons
2,001 to 10,000	\$5.34
10,001 to 25,000	\$6.49
25,001 to 40,000	\$7.07
Over 40,001	\$7.65

- (5) In connection with the operation, maintenance, repair and extension of the City's water system inside or outside the city limits; the water supply may be cut off without notice, when necessary or desirable; and each customer must be prepared for such emergencies. The City shall not be held liable for any damages due to such interruption of service or for damages from the resumption of service without notice, after such interruption, nor shall the City be liable for any damages resulting from the rupture or breaking of any line in the City's water system.

B. WATER RATES OUTSIDE THE CORPORATE LIMITS OF THE CITY OF SNYDER SHALL BE 1.5 X THE RATES SET INSIDE THE CITY LIMITS FOR ALL MONTHS BEGINNING WITH THE MONTH FOLLOWING THE EFFECTIVE DATE OF THIS ORDINANCE BILLING SHALL BE AS FOLLOWS:

- (1) Minimum charge per month outside city limits for 2,000 gallons or less shall be \$50.49.
- (2) For multiple family dwellings or multiple business units supplied by a single meter, the minimum charge shall be \$50.49 times the total number of family or business units for the first 2,000 gallons each unit.
- (3) Excess over 2,000 gallons per month outside city limits shall be:

Monthly Consumption Tier	Rate per Thousand Gallons
2,001 to 10,000	\$8.01
10,001 to 25,000	\$9.74
25,001 to 40,000	\$10.60
Over 40,001	\$11.47

C. WATER RATES FOR TEXAS DEPARTMENT OF CRIMINAL JUSTICE FOR ALL MONTHS BEGINNING WITH THE MONTH FOLLOWING THE EFFECTIVE DATE OF THIS ORDINANCE BILLING SHALL BE AS FOLLOWS:

- (1) Minimum charge per month for TDCJ for 2,000 gallons or less shall be \$33.66.
- (2) Excess over 2,000 gallons per month for TDCJ shall be \$5.75 per 1,000 gallons.

D. WATER RATES FOR WATER PURCHASED DIRECT FROM CITY FACILITIES:

- (1) Fire Hydrant with City meter; the charge shall be a monthly service charge of \$33.66 plus a usage rate at \$7.19 per 1,000 gallons

- (2) Fire Hydrant with meter other than City's shall be a monthly service charge of \$33.66 plus a usage rate at \$7.19 per 1,000 gallons. It will be the customers responsibility to report meter reading or consumption used each month prior to billing date; if the customer does not report meter reading or consumption they will be billed \$500.00
- (3) Deposit required City Fire Hydrant Meters: \$500.00
- (4) Deposit required on Fire Hydrant Meters other than the City's: \$1000.00.
- (5) **The Purpose of the Bulk Water Dispenser is for High Volume Users:** Pre-paid Cards may be purchased at the Utility Department in City Hall. The minimum amount that may be put on a card is \$75.00.

The rate shall be \$10.38 per thousand for 1,000 gallons or less;
 excess over 1,000 gallons shall be \$15.54 per thousand gallons.
 Replacement Card Fee shall be \$10.00

SECTION 2: From and after the final reading and passage of this Ordinance, the City of Snyder shall charge and collect the following fees for wastewater service provided by the City of Snyder, Texas.

A. WASTEWATER RATES WITHIN THE CORPORATE LIMITS FOR THE CITY OF SNYDER FOR ALL MONTHS BEGINNING WITH THE MONTH FOLLOWING THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE AS FOLLOWS:

- (1) For all wastewater accounts including residential, commercial, multi-family dwelling (two-plex or larger), mobile home parks, motels, hotels, churches, apartment complexes, hospitals, schools, government entities and industrial, there shall be a 'base rate' of \$12.98 per service account that is connected to the wastewater system.
- (2) In addition to the 'base rate', each RESIDENTIAL single family wastewater account shall be assessed at a rate of \$2.69 per 1,000 gallons of water usage. In determining how many 1,000 gallon units of water usage will be assessed at \$2.69, the City Utility Department shall use 90% of the customer's average actual monthly usage, as shown by City water records for the months of December, January and February immediately preceding the year in question, or 2,000 gallons per month, whichever is greater.
- (3) In addition to the 'base rate' each COMMERCIAL account shall be assessed at \$2.69 per 1,000 gallons of water usage. In determining how many 1,000 gallon units of water usage will be assessed at \$2.69, the City Utility Department shall use 90% of the unit's average water consumption based on one of the following options:
 - Option 1 Average actual monthly usage as shown by the City water records for the months of December, January and February immediately preceding the year in question, or 2,000 gallons per month, whichever is greater.
 - Option 2 Actual 12-month usage average as shown by City water records for the months immediately preceding the month and year in question or 2,000 gallons per month, whichever is greater.
- (4) Options 1 or 2 of Section 2, (A), (3) above must be selected by the customer within the first three months of service. Once an option has been selected it may not be changed again.
- (5) Commercial shall include Multi-family Dwellings (two-plex or larger) Mobile Home Parks, Motels, Hotels, Churches, Apartment Complexes, Hospitals, Schools, Government Entities, Industrial, Restaurants, Retail or other Businesses.

(6) WHERE THERE IS NO HISTORY of water consumption to establish the customer's average actual monthly water usage for the months of December, January and February as stated in (A) (2) above, a wastewater account for single family RESIDENTIAL customer shall be billed in addition to the 'base rate' charge at the following computation option to be selected by the customer at the time of application for service.

Option 1 75 gallons of wastewater per day per person in the household times the number of days in the billing period (30 days).

Option 2 History of previous water usage at that service for the months of December, January and February as stated in (A) (2) above.

Option 3 Ninety percent (90%) of actual water used by the customer during each month as shown by City water records, or 2,000 gallons per month, whichever is greater.

(7) Options 1, 2 or 3 of Section 2, (A), (6) above must be selected by the customer within the first three months of service. Once an option has been selected it may not be changed again.

(8) WHERE THERE is no history of water consumption to establish the customer's average actual monthly water usage for the months of December, January and February as stated in (A) (3) above, all wastewater accounts for COMMERCIAL shall be billed in addition to the 'base rate' charge at the following computation option, to be selected by the customer at the time of application for service.

Option 1 Ninety percent (90%) of actual water used by the customer during each month as shown by City water records or 2,000 gallons per month, whichever is greater.

Option 2 History of previous water usage at that service as stated in (A) (3) above.

(9) Options 1 or 2 of Section 2, (A), (6) above must be selected by the customer within the first three months of service. Once an option has been selected it may not be changed again.

(10) Either option for RESIDENTIAL or COMMERCIAL, where there is no prior history of water consumption, shall be effective for a maximum of twelve (12) months or until a history of consumption is established, whichever occurs first.

(11) Wastewater accounts that have no water service shall be charged a minimum of \$28.31 per service account, per month.

(12) In connection with the operation, maintenance, repair, and extensions of the City's sewer system, sewer backups in the City's sewer line system or the customer's sewer line, inside or outside the city limits, the City shall not be held liable for any damages resulting.

B. COMMERCIAL INDUSTRIAL WASTE RATES WITHIN THE CORPORATE LIMITS FOR THE CITY OF SNYDER FOR ALL MONTHS BEGINNING WITH THE MONTH FOLLOWING THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE AS FOLLOWS:

(1) In the event the City agrees to accept and treat industrial wastewater of unusual strength, for all industrial accounts discharging industrial wastes into the City's sewerage system with Biochemical Oxygen Demand (BOD) in excess of 250 mg/l and Total Suspended

Solids (TSS) in excess of 200 mg/l, there shall be a 'base rate' charge of \$9.98 per service connected to the City's wastewater system.

- (2) In addition to the 'base rate' assessed pursuant to (B) (1) of this section and water usage charge assessed pursuant to (A) (2) of this section, industrial waste charges per 1,000 gallons will be based on classifications determined by the strength of the waste (i.e. BOD in mg/l and TSS in mg/l) according to the following schedule:

Industrial Waste Classification	BOD/TSS (mg/l)	Additional Charge (\$1000/gls)	Total Charge* Over Base Rate (\$1000/gls)
A	200 – 250	0.48	3.17
B	250 – 300	0.74	3.43
C	300 – 350	0.98	3.67
D	350 – 400	1.28	3.97
E	400 – 500	1.79	4.48
F	500 – 800	3.32	6.01
G	800 – 1100	4.85	7.54
H	1100 – 1500	6.80	9.49

For example: If an industry is discharging waste with a BOD concentration of 275 mg/l and a TSS concentration of 185 mg/l the classification would be Class B industry. The monthly charge for 5000 gallons of industrial waste discharged would be:

$$\$9.98 + 5 \times \$2.69 + 5 \times 0.74 = \$27.13$$

If the industry were discharging waste with a BOD concentration of 175 mg/l and a TSS concentration of 385 mg/l, the classification would be Class D. The monthly charge for 7,000 gallons. of industrial waste would be:

$$\$9.98 + 7 \times \$2.69 + 7 \times \$1.28 = \$37.77$$

- (3) Industrial waste discharged to the system at levels greater than 1,500 mg/l in BOD or TSS, not addressed in (B) (2) of this Ordinance, require special written agreement with the City.
- (4) Costs attributed to examination and testing analysis, as required by Ordinance No. 489 and utilized in this Rate Ordinance, and any fines or penalties levied by controlling governmental agencies on discharged industrial waste shall be paid by the industrial waste discharge.
- (5) No statement contained in this article shall be construed as preventing any agreement or arrangement between the City and any industrial concern whereby an industrial waste limited to conventional pollutants of unusual strength or character may be accepted by the City for treatment subject to payment therefore by the industrial concern for any portion of the excess cost to the City for handling and treating such industrial waste.

SECTION 3: From and after the final reading and passage of this Ordinance, the City of Snyder shall charge and collect the following fees for sanitation service provided by the City of Snyder, Texas.

A. MINIMUM SANITATION RATES WITHIN THE CORPORATE LIMITS FOR THE CITY OF SNYDER FOR ALL MONTHS BEGINNING WITH THE MONTH FOLLOWING THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE AS FOLLOWS:

- (1) **RESIDENTIAL – Single Family Dwelling**
Home Business that does not create a waste stream over and above the

normal residential disposal rate.

(a) Minimum monthly rate shall be: \$24.15

(b) Minimum rates shall be calculated upon a maximum of two (2) pickups per week for a 3 yd. dumpster shared by two (2) to four (4) households.

(2) COMMERCIAL – Shall include Motels, Hotels, Nursing Homes, Mobile Home Parks, Industrial, Schools, Multi-family Dwellings (two-plex or larger), Government Entities, Churches, Apartments, Hospitals, Restaurants, Retail, Home Businesses (that create any waste stream above normal residential quantities), warehousing operations, commercial storage facilities, self storage facilities; or any other Businesses.

(a) Minimum monthly rate shall be: \$46.71

(b) Minimum rates shall be calculated upon a maximum of two (2) pickups per week for a 3 yd. dumpster shared by two (2) to four (4) businesses.

(c) ALL commercial accounts shall be assessed a monthly sanitation charge at each physical location that is utilized for commercial purposes, except as stated in Section 3. (G) of this Ordinance.

B. INDIVIDUAL DUMPSTERS PROVIDED COMMERCIAL OR SINGLE FAMILY RESIDENTIAL ACCOUNTS RECEIVING MULTIPLE COLLECTIONS PER WEEK WITHIN THE CORPORATE LIMITS FOR THE CITY BEGINNING WITH THE MONTH FOLLOWING THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE CHARGED AT THE FOLLOWING RATES:

Container Size	No. of Collections	Rates	Container Size	No. of Collections	Rates
3	2	\$ 89.36	4	2	\$104.26
3	3	\$134.04	4	3	\$156.39
3	4	\$178.72	4	4	\$208.52
3	5	\$223.40	4	5	\$260.65
3	6	\$268.08	4	6	\$312.78
3	7	\$312.76	4	7	\$364.91
3	8	\$357.44	4	8	\$417.04
3	9	\$402.12	4	9	\$469.17
3	10	\$446.80	4	10	\$521.30

Example: Two (2), 3 yd. containers picked up four (4) times a week - $\$178.72 \times 2 = \357.44 per month

(1) Individual dumpsters may be shared by a maximum of two (2) customers only. The billing shall be made to one (1) customer only.

C. INDIVIDUAL DUMPSTERS PROVIDED COMMERCIAL OR SINGLE FAMILY RESIDENTIAL ACCOUNTS OUTSIDE THE CORPORATE LIMITS OF THE CITY RECEIVING ONE OR MORE COLLECTIONS PER WEEK, BEGINNING WITH THE MONTH FOLLOWING THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE CHARGED AT THE FOLLOWING RATES:

Container Size	No. of Miles	No. of Collections	Rate
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3	0 – 3.0	1	\$121.00
3	3.0 – 7.0	1	\$169.00
3	7.0 – 12.0	1	\$229.00
3	12.0 – 16.0	1	\$277.00
3	16.0 – 20.0	1	\$325.00

- (1) \$ 85.00 (3yd Container)
- +
- (2) \$ 6.00 x roundtrip mileage
- (3) Total of (1) and (2) = Individual Container charge

Example: Additional Containers: \$16.00 per Trip x Number of Additional Containers.
 One (1) pickup per week, one (1) 3 yd. Container located 16.0 miles
 Outside city limits –
 $\$85.00 + 32\text{mi} \times \$6.00 = \$277.00$
 Total = \$ 277.00 per month

Container Size	No. of Miles	No. of Collections	Rate
4	0 – 3.0	1	\$136.00
4	3.0 – 7.0	1	\$184.00
4	7.0 – 12.0	1	\$244.00
4	12.0 – 16.0	1	\$292.00
4	16.0 – 20.0	1	\$340.00

- (1) \$100.00 (4 yd Container)
- +
- (2) \$6.00 x roundtrip mileage
- (3) Total of (1) and (2) = Individual Container charge

Additional Containers: \$16.00 per Trip x Number of Additional Containers.

Example: One (1) pickup per week, one (1), 4 yd. Containers located 16.0 miles
 Outside city limits –
 $\$100.00 + 32\text{mi} \times \$6.00 = \$292.00$
 Total= \$ 292.00 per month.

(1) Individual rural dumpsters may be shared by a maximum of two (2) customers only. The billing shall be made to one (1) customer only.

D. RESIDENTIAL/COMMERCIAL 30YD ROLL-OFF RATES:
 (Restricted to inside City Limits/Extra Territorial Jurisdiction)

Delivery	\$115.00
Haul Fee (Exchange RO/Empty)	\$230.00
Final Pickup (Empty/Return to Yard)	\$115.00
Landfill Fee/Ton (\$35.00/Ton)	
(Minimum = 3 Tons @ \$35.00)	\$105.00
Monthly Rental	\$100.00
Daily Rate (If less than 20 days) \$5.00/day	
Plus- Delivery	\$115.00

Haul Fee (Exchange RO/Empty)	\$230.00
Final Pickup (Empty/Return)	\$115.00
Landfill Fee/Ton (\$35.00/Ton) (Minimum -3 Tons @ \$35.00)	\$105.00

Each Additional Pick Up - \$329.00 + Landfill Fee/Tons over minimum

E. SOLID WASTE DISPOSAL BY INDIVIDUAL LOADS AT THE LANDFILL BEGINNING WITH THE MONTH FOLLOWING THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE CHARGED AT THE FOLLOWING RATES:

- (1) Disposal of rock, bricks, construction materials, demolition materials, roofing materials, trees, limbs, lumber and any allowable type materials shall be charged at the following rates plus sales tax:

Snyder Residents
(Inside City Limits) \$ 28.50/ton

Minimum Charge: 0 – 1000 lbs. \$ 15.75

- (a) Commercial shall include motels, hotels, nursing homes, mobile home parks, industrial, schools, multi-family dwellings (two-plex or larger), government entities, churches, apartments, hospitals, restaurants, retail or other businesses.

Non-Snyder Residents (Outside City Limits)
or

Solid Waste Disposal Service Provider: \$ 33.00/ton

Minimum Charge: 0 – 1600 lbs. \$ 26.05

- (a) Non-Scurry County Resident – for purposes of this subsection, shall mean any individual, business or association not residing in or having its principal place of business in Scurry County.
- (b) Solid Waste Disposal Service Provider – for purposes of this subsection, shall mean any individual, business or association (other than the City of Snyder) that provides either exclusively or in connection with any other service, delivery of solid waste to the landfill and said “service provider” collects a fee for any service that involves delivery of waste to the landfill.

Any “Solid Waste Service Provider”, whose primary business consists of providing solid waste disposal services, shall be required to submit to the City an estimate of the proposed tonnage to be deposited and shall enter into a contract with the City defining the solid waste disposal plan prior to any deposits in the landfill.

- (2) Disposal of contaminated waste dirt and concrete shall be charged at the following rates:

\$73.87/ton

Minimum Charge: 0 – 1600 lbs. \$59.70

Notification to the City of Snyder from TCEQ that contaminated dirt or concrete in question can be accepted at the Snyder Landfill must be received by the City of Snyder prior to disposal. TPH level not to exceed 600.

- (3) Disposal of regulated asbestos-containing material (RACM) shall be charged the following rates:

\$50.00/ton

Minimum Charge: \$50.00

- (4) As allowed by TCEQ Regulations for all tires disposed of in the landfill, the following charges will be assessed:

Passenger car tire Light truck tire Heavy truck tire Off-road machinery tire Tubes and liners	Gate fees will be based on what the Transporter is charging the City to dispose of tires.
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- (a) All tires must be quartered or shredded prior to disposal in the landfill and acceptance into the landfill may be rejected at the discretion of the City.
- (b) All tubes and liners must be removed from tire prior to disposal in landfill.

- (5) Disposal of animal carcasses shall be charged at the following rates:

100 lbs. or less	\$ 2.16 per carcass
101 to 700 lbs.	\$18.36 per carcass
701 lbs. and over	\$32.40 per carcass

- (a) Must advise landfill personnel of animal carcasses in vehicle prior to disposal.
- (b) All carcasses must be contained and secured within vehicle.

- (6) Receipt of payment must be presented at dumping site prior to disposal.
- (7) ALL landfill charges are to be paid prior to disposal of any solid waste in landfill.
- (8) Landfill fees assessed on tires may be waived on any allowed tires that are placed by the customer in the trailer made available at the landfill and as long as the City has the use of that trailer for the disposal of tires.
- (9) Landfill fees assessed on recyclable metals or scrap iron may be waived as long as the material is placed in the designated area by the customer and as long as that service is provided.
- (10) Landfill fees assessed on recyclable trees, limbs, brush and shrubs may be waived as long as the material is placed in the designated area by the customer and as long as that service is provided.
- (11) "Pull Offs" – A service provided by landfill personnel and equipment to provide an anchor to allow the patron to affix the waste load to the anchor and driving from under the waste. This service will only be provided after the patron has signed a waiver indemnifying the City of Snyder for any damages and paying a fee of \$40.00.

F. THE CITY SHALL BE THE SOLE PROVIDER OF SANITATION

The City's sanitation division shall be the exclusive provider of residential and commercial garbage, rubbish, and refuse collection and disposal services for all premises within the City and it shall be unlawful for any other person to provide residential or commercial garbage, rubbish, or refuse collection or disposal services to any person within the City, or to make use of public streets for that purpose, except as provided for in this Ordinance.

G. COLLECTION OF RECYCLABLE REFUSE SHALL BE PERMITTED UNDER THE FOLLOWING CONDITIONS:

The City shall not prohibit a person from collecting, gathering or transporting recyclable refuse for the sole purpose of recycling. "Recyclable Refuse" means tin, aluminum, paper, newspaper, plastic, glass or corrugated cardboard that has been separated from other garbage, trash and rubbish at the point of collection for delivery to another location for processing. All material to be retained for recycling shall be kept in a approved containment vessel and out of the view of the general public. Any items not stored as directed by the city policy will be regarded as a policy violation and subject to the abatement procedures stated in item I of this Section.

H. SELF-CONTAINED COMPACTOR/CONTAINER ROLL-OFF SHALL BE PERMITTED UNDER THE FOLLOWING CONDITIONS:

The City shall be sole provider of all sanitation services within the city limits with the sole exception of certain commercial customers who require a self-contained compaction/container roll-off unit (combined unit) for the purpose of managing an abundance of wet or liquid waste. The compaction/container unit shall be supplied by the commercial customer requiring said unit and shall have a capacity of at least 34 cubic yards for collection and compaction of solid waste with no leaking or spillage. The unit must be liquid tight and be a system that produces clean, dry waste. A commercial customer requiring this type of compaction/container unit will be exempt only from City of Snyder sanitation collection service and a minimum monthly sanitation charge. All waste collected in this type of compaction/container unit must be disposed of in the City of Snyder's landfill. The commercial customer who utilizes such compaction/container unit and the private company or individual providing pick up and transportation of the said compaction/container unit to the City of Snyder's landfill must abide by all local, state, federal and Texas Natural Resource Commission regulations and rules at all times.

All commercial customers requiring this type of compaction/container unit shall contact the City of Snyder's Utility Office prior to contracting with a private company or individual for pick up and transportation of said compaction/container unit to request exemption from receiving the City of Snyder sanitation services. Said commercial customer shall provide, in writing, the location of the compaction/container unit, verification that the specifications of the compaction/container meet the above stated requirements. The City of Snyder's Utility Department must approve the request for exemption prior to the commercial customer's use of the compaction/container unit.

All private companies or individuals providing pick up and transportation of said compaction/container units shall be required to provide the City of Snyder Utility Department the following information, in writing, prior to their pick up or transportation of said compaction/container units of forms approved by the City of Snyder Utility Department.

- (1) The name of the company or individual providing service.
- (2) The physical address of the company or individual providing service.
- (3) The mailing address of the company or individual providing service.
- (4) The phone number of the company or individual providing service.

- (5) The name of a contact person employed by the company or individual providing service.
 - (6) The location of the compaction/container unit and the commercial customer's name and address.
 - (7) An executed release of liability relieving the City of Snyder of liability for and agreeing to indemnify the City of Snyder for the damages suffered by persons or property as a result of the company's or individual's activities in the City of Snyder. Said release must be approved by the City of Snyder Utility Department.
 - (8) An executed agreement between the City of Snyder and the company or individual providing that disposal of waste collected in said compaction/container units will be exclusively in the City of Snyder's landfill.
- I. CITY OF SNYDER LANDFILL USE SHALL BE PERMITTED FOR THE FOLLOWING ONLY:
 City of Snyder and Scurry County residents and the City of Snyder Sanitation trucks and vehicles. Any City, County or Hauler that has a properly executed and signed contract with the City of Snyder for disposal in the City of Snyder Landfill.
- J. CITY POLICY REGARDING PROPER USE OF THE SANITATION COLLECTION AND DISPOSAL SERVICE:

It shall be the responsibility of the account holder to insure that the City policy regarding proper disposal and utilization of the sanitation services is maintained.

In the event any of the following conditions are evident, or the city utility department receives a valid complaint where any of the following conditions exist in or on the premises where the collection receptacle is located, the utility department may, without notice, dispatch city crews to bring the account back in to compliance. The account will be charged a minimum of \$ 100.00 on the next billing cycle. If any of the above conditions require additional equipment, or personnel to correct violations, additional charges will be incurred at the posted rates.

- (1) Allowing waste material to accumulate, directly placing, discarding, or causing to be placed or discarded; garbage, trash, rubbish, refuse, brush, yard waste, or loose waste of any kind, on public right of way, public or private property, and any items discarded that are not completely enclosed within the receptacle.
- (2) Loading the receptacle to the point where the weight exceeds the lifting capacity of the collection vehicle.
- (3) Loading the receptacle to the point where debris protrudes past the limits of the receptacle or where the lids cannot be completely closed.
- (4) Relocating the receptacle or positioning the receptacle that prevents the collection vehicle from traveling its normal route to collect the waste.
- (5) Failing to bag all loose garbage, recyclable materials, wet material, food waste, that results in materials being blown or scattered during the collection process.

The items listed above are some of the most common situations that cause problems but other situations not specifically noted above but are deemed violations by the utility supervisor, may be assessed policy violation charges at the discretion of the utility supervisor.

DEFINITIONS:

Garbage shall be held to mean all animal and vegetable matter, such as waste material and refuse from kitchens, residences, grocery stores, drugstores, butcher shops, restaurants, cafes, hotels, rooming and boarding houses, commercial, retail, warehouse and other deleterious substances.

Refuse shall mean all substances included in the terms 'garbage', 'trash', and 'rubbish'.

Rubbish shall mean waste and refuse material such as tin cans, bottles, glass, rags, rubber, pieces of wood, scraps of iron, tin, wire or other metals.

Recyclable Refuse shall mean tin, aluminum, paper, newspaper, plastic, glass or corrugated cardboard, that has been separated from other garbage, trash and rubbish at the point of collection or delivery to another location for processing.

Trash shall mean waste and refuse material such as feathers, coffee grounds, paper of all kinds, boxes, barrels, crates, grass clippings, leaves, tree trimmings and sweepings from sidewalks.

Sanitation shall mean all substances included in the terms 'garbage', 'trash', 'refuse' and 'rubbish'.

Yard Waste for the purpose of this ordinance, shall mean any dead vegetation, seasonal plants, brush, tree, shrub or hedge leaves, grass clippings, tree limbs, branches and any blown trash or rubbish generated by routine yard maintenance.

K. UNLAWFUL DEPOSIT AND DISPOSAL OF GARBAGE:

Repeated violations of the policies regarding the disposal, of waste material as well as the following acts, among others, are declared to be unlawful and in violation of this Ordinance and are declared to be trespasses and subject to penalties not to exceed \$2,000 per day or per individual occurrence, whichever applies to the violation, but such enumeration shall not be deemed to be exclusive. Notice of violation will be served and fine assessed if violation is not corrected within time specified.

- (1) It shall be unlawful for any person to place, deposit or throw or permit or cause to be placed, deposited or thrown, any garbage, trash, rubbish, refuse, brush, or loose waste of any kind, on public or private property outside of any house, building, flat or tenement, vacant or occupied lot, driveway, gutter, street, sidewalk, parkway, curb, alley or any other public property of the City, unless the same has been deposited in accordance with this Ordinance.
- (2) It shall be unlawful to cause or permit to be or remain in or upon any premises, private or public, any garbage, trash, rubbish, refuse or mineral matter, or any composition of residue thereof, which is in an unsanitary condition or which is injurious to public health.
- (3) Meddling with garbage, containers, trash or rubbish receptacles in any way, or pilfering, scattering contents and junking in any alley or street within the City shall be unlawful.
- (4) It shall be unlawful to haul refuse, trash, garbage or rubbish in such a manner as to allow same to blow about or scatter over the streets or other premises. All loads must be tarped or secured.
- (5) It shall be unlawful for any person to burn trash, garbage, refuse, rubbish or yard waste within the City.
- (6) It shall be unlawful for any person to separate and collect, carry off or dispose of same, any garbage, trash, refuse, rubbish or junk within the landfill, except under the authority and direction of the City Sanitation Superintendent.

L. SANITATION RECEPTACLES:

The City shall provide containers for the disposal of garbage. All garbage shall be placed in a bag and secured prior to disposal in the container provided for collection, so that the contents cannot blow out and scatter garbage over the streets, alleys, public or private premises of the City.

The customer shall not overfill the container to the point that the collection vehicles can not lift or empty the receptacle. In the event a receptacle cannot be emptied during the general collection route because of excess weight, material protruding from the receptacle, debris piled against the receptacle, or any other situation that causes special handling, the customer will be charged for an extra pick up at the next billing cycle.

M. LIDS AND COVERS:

The lids or covers of all garbage containers shall at all times be closed so that cats, dogs, rodents, flies, and other insects may not have access to the contents thereof.

N. HEAVY ACCUMULATIONS:

- (1) Places of wholesale accumulations, killing and dressing plants, wholesale fruit and vegetable houses and storage, businesses, houses and other places where the daily accumulation of garbage, trash and rubbish is more than the ordinary quantities, are not included in the collection service furnished by the City Sanitation Department, unless provided for with additional containers through the City Utility Department, and require notification to the Sanitation Superintendent of the City, who shall direct the disposal of such accumulation in a satisfactory manner within TCEQ regulations.
- (2) Heavy accumulation of brick, broken concrete, rock, stone, ashes, lumber, clinkers, cinders, dirt, plaster, sand, gravel, automobile frames, dead trees, dead animal carcasses and other bulky, heavy material shall be disposed of at the expense of the owner or person controlling the same within TCEQ regulations under the direction of the Sanitation Superintendent of the City or as provided by City Ordinance.
- (3) Manure from animal lots, horse stables, poultry yards and pigeon lofts shall be disposed of at the expense of the party responsible for the same within TCEQ regulations under the direction of the Sanitation Superintendent of the City.
- (4) Tree limbs, shrubs and hedge cuttings shall not be placed in garbage containers provided for collection and shall be prepared for disposal as directed by the Sanitation Superintendent of the City or as provided by City Ordinance.

O. WET GARBAGE:

All wet or liquid garbage, including grease trap waste, shall be disposed of in the City's solidification processing area at the current rate.

P. BILLING:

To avoid duplication in billing and as a convenience to the public, charges for sanitation collection service and landfill gate fee charges shall be billed on the monthly water bills, and shall be promptly remitted to the City.

Q. PLACEMENT OF CONTAINERS:

- (1) In residential areas, City sanitation containers shall be placed inside of the property line at the edge of the alley where there is no alley fence, and where there is an alley fence the

container or containers must be placed against the outside of the fence. Where there is no alley, the container or containers must be placed in front of such property between the sidewalk and curb at a place most accessible to the collectors. Under no conditions will City vehicles or employees be allowed to enter private property for the purpose of picking up garbage.

- (2) Business establishments are required to use the same type of container as residences. Where there is an alley, such containers shall be placed in the alleys. Where there is no alley, containers must be placed on or near the curb line of such place of business.
- (3) If customer requests the placement of containers at any other location than stated above, the City or it's employees are not responsible for any damages incurred.
- (4) It is the responsibility of the property owner to keep the area around the container or containers, in the alley, on private property or on the street, free from trash, rubbish, garbage or refuse.

R. OVERNIGHT SPECIAL CIRCUMSTANCE RESIDENTIAL COLLECTION (16YD ROLL OFF CONTAINER SERVICE)

In circumstances where a residential water customer is disposing of great amounts of debris or waste material that exceeds the capacity limits of regular dumpster containers or other special request as approved by the utility department, the City offers a roll off container to assist in special handling of waste. This service will be available free of charge on a first come first served basis. The container shall be reserved through the Utility office, after all required information is provided the customer will be allowed the service on any available open date.

- (1) The container will be placed on the designated site with the agreement of city personnel and the customer. The City will not be responsible for any damages to private property caused by the delivery or retrieval of the container. The container will be deposited after 8:00 a.m. and collected after 8:00 a.m. the morning of the following business day.
- (2) ALL rules, regulations, policies and Ordinances relating to what materials are allowed, loading requirements and transporting requirements of solid waste materials must be observed by the customer when utilizing and loading the container.
- (3) The customer shall be assessed a fee equal to correcting any violations or repairs to the container in the event any policies regarding the loading, disposal violations, or there are negligent damages to the container, any additional violations of the use of the container are evident or the customer fails to dispose an unjustifiable quantity of waste into the container during the period that it is at the requested location. The fee shall be assessed during the billing cycle that the service was utilized.

S. CITY LANDFILL:

The City of Snyder's Landfill is operated under Texas Commission on Environmental Quality (TCEQ) regulations and requirements, and is not permitted to accept 'hazardous waste', as defined by TCEQ.

SECTION 4: From and after final reading and passage of this Ordinance, the City shall charge and collect the following fees for the disposal of Vacuum Truck Waste and 'Wet Waste'.

- A. DISPOSAL OF VACUUM TRUCK WASTE OR 'WET WASTE' BY INDIVIDUAL LOADS, EXCEPT SEPTIC WASTE, BEGINNING WITH THE MONTH FOLLOWING THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE CHARGED AT THE FOLLOWING RATE:**

Disposal of Grease	\$ 47.66 Ton
Disposal of Grit	\$ 40.56 Ton

Minimum 0 - 1,000 lbs.	
Grease	\$24.83
Grit	\$21.28

All such waste shall be deposited for solidification processing prior to disposal in the landfill and shall be generated by one source.

B. DISPOSAL OF SEPTIC WASTE BEGINNING WITH THE MONTH FOLLOWING THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE CHARGED AT THE FOLLOWING RATE:

BUSINESS – PHYSICAL ADDRESS INSIDE CITY LIMITS

0 to 1,000 gallons generated by one source and each 0 to 1,000 gallons thereafter: \$40.00

BUSINESS – PHYSICAL ADDRESS OUTSIDE CITY LIMITS

0 to 1,000 gallons generated by one source and each 0 to 1,000 gallons thereafter: \$50.00

- (1) Prior to disposal of septic waste through the City’s wastewater system, each load must be tested by authorized City personnel for temperature, dissolved oxygen and pH.
- (2) Prior to disposal of grease trap or grit trap waste in the City’s landfill, each load must be visually inspected by authorized City personnel.
- (3) Each load must have a separate manifest; each manifest must be signed by the generator and each load must be tested or inspected, as required.
- (4) Each load must consist of contents from one generator only, loads may not be mixed.
- (5) Each vacuum truck must be equipped with a hatch on top, minimum 6” i.d., to allow inspection or testing by City personnel.
- (6) Upon acceptable test results of septic waste and visual inspection of grease trap and grit trap waste, payment must be made for the load and the load dumped under the direction and requirements of authorized City personnel.
- (7) Dumping of domestic septic waste is through the City’s wastewater system and is PROHIBITED AT THE CITY’S LANDFILL.
- (8) Dumping of grease trap waste and grit trap waste is accepted at the City’s landfill and is PROHIBITED THROUGH THE CITY’S WASTEWATER SYSTEM.
- (9) Each transporter is responsible for the clean-up of materials dumped that do not meet acceptable standards and requirements.

SECTION 5: From and after final reading and passage of this Ordinance, the City shall compute, charge and collect for billings less than a full month for new turn-ons, transfers and finals based on the following schedule:

(1) WATER:

1 through 8 calendar days	¼ of min. base
+ over 2,000 gallons consumption	As per Consumption Tier Rate

9 through 15 calendar days + over 2,000 gallons consumption	½ of min. base As per Consumption Tier Rate
16 through 22 calendar days + over 2,000 gallons consumption	¾ of min. base As per Consumption Tier Rate
23 through 31 calendar days + over 2,000 gallons consumption	ALL of min. base As per Consumption Tier Rate

(2) WASTEWATER:

1 through 8 calendar days + 90% 2,000 gallons and over	¼ of min. base \$2.69/th gallons
9 through 15 calendar days + 90% 2,000 gallons and over	½ of min. base \$2.69/th gallons
16 through 22 calendar days + 90 % 2,000 gallons and over	¾ of min. base \$2.69/th gallons
23 through 31 calendar days + 90% 2,000 gallons and over	ALL of min. base \$2.69/th gallons

(3) SANITATION:

1 through 8 calendar days	¼ of charge
9 through 15 calendar days	½ of charge
16 through 22 calendar days	¾ of charge
23 through 31 calendar days	ALL of charge

SECTION 6: From and after final reading and passage of this Ordinance, the City shall charge and collect the following fees on Transfers, Returned Checks and Delinquent accounts for all services provided by the City of Snyder:

A. CHARGES AND FEES FOR DELINQUENT ACCOUNTS AND OTHER MISCELLANEOUS FEES SHALL BE AS FOLLOWS:

- (1) All charges for services furnished or rendered by the City Utility Department shall be due and payable on the date stated on the bill. Any amount due that is not paid by the date stated on the bill is considered to be delinquent.
- (2) Notice of delinquency will be mailed to the customer within 20 days of the due date. The City shall give the customer a minimum of seven (7) days written notice of its intent to discontinue service for non-payment. A customer may appeal to the City's authorized representative the proposed discontinuance of service by serving upon the City's authorized representative within six (6) days from the date of the City's notice of discontinuance of service, a written request to appeal, in the instance of a disputed bill, BUT NOT WHERE THE SOLE COMPLAINT IS THAT THE CUSTOMER IS FINANCIALLY UNABLE TO PAY THE BILLING. Said appeal shall be heard by the City's authorized representative and the service of the customer shall not be discontinued until the City's authorized representative has made a determination that the service is subject to discontinuance under the provisions of this Ordinance.
- (3) Where service has been discontinued for failure to pay for service rendered, a disconnect charge of \$25.00 shall be made for each meter disconnected or service discontinued before

said service shall be restored. In the event the customer requests reconnection at hours other than 8:00 a.m. until 4:30 p.m. on weekdays, said reconnect charge shall be \$30.00.

- (4) All checks returned as insufficient must be redeemed in cash or money order by date stated on notice plus a returned check charge as required in the City's Fee Ordinance. If the check is not redeemed by the date stated on the notice, the service will be discontinued and an additional disconnect charge of \$25.00 will be added.
- (5) There shall be a Transfer Fee in the amount of \$20.00 assessed on all request to transfer the customer's account to another service address. Transfers require the customer to sign an agreement, pay the fee and any bill owed prior to the transfer being made.
- (6) Before ANY services can be provided, deposits must be made; permits obtained and inspections completed as required by City Ordinance.
- (7) It is unlawful for a customer to connect or reconnect service themselves or tamper with the City meter or meter box in any way. To do so may incur a \$200.00 fine.

SECTION 7: From and after final reading and passage of this Ordinance, the City shall charge and collect the following deposits for each water, sewer and sanitation service provided by the City.

A. DEPOSITS FOR EACH SERVICE PROVIDED BY THE CITY SHALL BE:

(1) Water/Sewer/Sanitation

Residential	¾" meter	\$ 195.00 Deposit
Commercial	¾" meter	\$ 225.00 Deposit
Apartment and Motels/Hotels		Deposit will be equal to 2 mths. billing.
Residential	1" meter	\$ 210.00 Deposit
Commercial	1" meter	\$ 240.00 Deposit
Residential	2" meter	\$ 390.00 Deposit
Commercial	2" meter	\$ 465.00 Deposit
Fire Hydrant	City's meter	\$ 500.00 Deposit
Fire Hydrant	Customer's meter	\$ 1000.00 Deposit

(2) Sewer/Sanitation Only

Residential	\$ 250.00 Deposit
Commercial	\$ 300.00 Deposit
Apartment and Motels/Hotels	Deposit will be equal to 2 mths billing.

(3) Sanitation Service Only

Residential	\$ 195.00 Deposit
Commercial	\$ 225.00 Deposit

Apartments and Motels/Hotels	Deposit will be equal to 2 mths billing.
Outside of City Limits	\$200.00 Deposit
(4) Vacuum Truck	\$300.00 Deposit
(5) Landfill Service	
Any account billed for landfill fees only – no contract in affect with the City and not shown below.	\$ 200.00 Deposit
Construction, Demolition, Roofers	\$ 500.00 Deposit
(6) Roll-Off Only	
Residential	\$250.00 Deposit
Commercial	\$500.00 Deposit
Outside of City Limits – Contractors	Deposit will be based on estimated tonnage of the projected project

SECTION 8: Any person either by himself or his agent and/or any firm, corporation or their entity who violates the provisions of the code shall be deemed guilty of a misdemeanor and, upon conviction of any such violation, shall be fined in any sum not to exceed \$2,000.00, and each day during which such violation continues shall constitute a separate and distinct offense. In any case of violation of any of the terms of the provisions of this ordinance by any corporation, the officers and agents actively in charge of the business of such corporation shall be subject to the penalty herein provided. Any offense defined herein which has been defined by laws of the State of Texas as an offense and for which penalty has been prescribed shall be punished as provided in said state law, and nothing herein shall be held as fixing any penalty contrary to a penalty provided by the laws of the State of Texas.

This Ordinance grants the authority to enforce the regulations contained herein to police officers, code enforcement officers, building officials, state licensed plumbing inspectors, fire chief and fire marshals of the City and each shall have the authority to issue citations for any violation of this Ordinance.

This Ordinance shall become effective immediately upon adoption by the City Council on second reading.

PASSED AND APPROVED by the City Council on first reading this 12th day of September, 2016.

Mayor

ATTEST:

City Secretary

PASSED AND ADOPTED by the City Council on second reading this 3rd day of October, 2016.

Mayor

ATTEST:

City Secretary

ORDINANCE NO. ____

AN ORDINANCE AMENDING ORDINANCE NO. 208 TO CLARIFY THE LANGUAGE OF USING OR FURNISHING WATER WITHOUT PERMISSION AND TO ADD ADDITIONAL REGULATIONS REGARDING THE PROVISION OF WATER TO OTHERS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Snyder, Texas has previously passed Ordinance No. 208, providing for the control of meters and waterworks equipment within the City of Snyder; using or furnishing water without permission, by-passing between meter and main, obstructing or injuring fixtures or supplies, and communicating electricity to pipes; and

WHEREAS, the City Council for the City of Snyder, Texas now wishes to amend such ordinance to clarify and add regulations pertaining to the provision of water to others; and

WHEREAS, the City Council for the City of Snyder, Texas further desires to amend such ordinance to delete existing Section I (f) regarding metallic connections and existing Section I (g) regarding communicating electricity to pipes; and

WHEREAS, the City Council of the City of Snyder finds that it is in the best interest of the health, safety and welfare of its citizens to amend this ordinance to amend and add these provisions; and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Snyder, Texas that the City of Snyder Ordinance No. 208 is amended to read as follows:

SECTION I

Section I (a) shall be amended and hereafter shall read as follows:

(a) It shall be unlawful for any person to take or use water from the system of the waterworks department except under the terms and conditions specified in this ordinance.

Section I (f) shall be amended and hereafter shall read as follows:

(f) Every permanent occupant of residential or commercial property shall obtain water directly from a water meter installed on said property and not from adjacent property. No person other than the city shall furnish water for residential and commercial use to any property within the city.

Section I (g) shall be amended and hereafter shall read as follows:

(g) It shall be unlawful for any person or entity having a utility account at a specified location to provide water or sanitary sewer service to any other property, tract, or physical address other than the physical location of the original residential/commercial account.

Section I (h) shall be added and hereafter shall read as follows:

(h) The owner or occupant of each property must have the water utility service through a city provided water account. The owner or occupant of a property having a pre-existing private well may use said well for irrigation purposes only, provided that such well shall not be connected in any manner with the public water system or the household system.

(1) Exception to Section I (h): Residential properties that do not have the water utility available and the extension of the utility is not economically feasible, (exceeds 1.5 times the cost of drilling and developing a water well meeting State Regulations), the owner or occupant may utilize a private well.

SECTION II

Repealer. All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated herein.

SECTION III

Severability. The provisions of this ordinance are declared to be severable. If any section, sentence, clause or phrase of the ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance, but they shall remain in full force and effect; it being the legislative intent that this ordinance shall remain in effect notwithstanding the validity of any part.

SECTION IV

Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Council and publication as may be required by governing law.

SECTION V

Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the *Open Meetings Act, Chapter 551, Gov't. Code*.

PASSED AND APPROVED by the City Council on first reading this 12th day of September, 2016.

Mayor

ATTEST:

City Secretary

PASSED AND ADOPTED by the City Council on second reading this 3rd day of October, 2016.

Mayor

ATTEST:

City Secretary



Ron McCune
Franchise Manager,
Regulatory Affairs

Oncor Electric Delivery
1616 Woodall Rodgers Fwy
Suite 6A-011
Dallas, TX 75202-1234

Tel: 214-486-5678
Fax: 214-486-2180
ronald.mccune@oncor.com

August 23, 2016

Hon. Tony Wofford
Mayor
City of Snyder
P.O. Box 1341
Snyder, TX 79550

Dear Mayor Wofford:

As you are aware, the City of Snyder electric franchise with Oncor Electric Delivery will expire on March 31, 2017. Enclosed is a proposed electric franchise renewal ordinance for the City of Snyder. The proposed franchise has been prepared utilizing our standard franchise language and incorporates existing payment provisions as contained in the current franchise and franchise amendments. In addition, the franchise proposes a term of 20 years, and expires on December 31, 2037.

We will be contacting you within the next few weeks to determine how you would like to proceed to finalize the franchise. If you have any questions or comments concerning the proposed franchise, please feel free to call me at 214-486-5678 or you may also reach me via e-mail at ronald.mccune@oncor.com.

Sincerely,

A handwritten signature in black ink that reads "Ron McCune". The signature is written in a cursive, flowing style.

Enclosure
cc: Sue Mercer

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF SNYDER, TEXAS, PROVIDING FOR COMPENSATION THEREFOR, PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SNYDER, TEXAS:

SECTION 1. GRANT OF AUTHORITY: That there is hereby granted to Oncor Electric Delivery Company LLC, its successors and assigns (herein called "Company"), the right, privilege and franchise to construct, extend, maintain and operate in, along, under and across the present and future streets, alleys, highways, public utility easements, public ways and other public property (Public Rights-of-Way) of the City of Snyder, Texas (herein called "City") electric power lines, with all necessary or desirable appurtenances (including underground conduits, poles, towers, wires, transmission lines, telephone and communication lines, and other structures for its own use), (herein called "Facilities") for the purpose of delivering electricity to the City, the inhabitants thereof, and persons, firms and corporations beyond the corporate limits thereof, for the term set out in Section 7.

SECTION 2. Poles, towers and other structures shall be so erected as not to unreasonably interfere with traffic over streets, alleys and highways.

SECTION 3. The City reserves the right to lay, and permit to be laid, storm, sewer, gas, water, wastewater and other pipe lines, cables, and conduits, or other improvements and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Rights-of-Way occupied by Company. The City also reserves the right to change in any manner any curb, sidewalk, highway, alley, public way, street, utility lines, storm sewers, drainage basins, drainage ditches, and the like. Upon request by City, Company shall relocate its facilities at the expense of the City except as otherwise required by Section 37.101(c) of the Texas Public Utility Regulatory Act (PURA), which statutory provision currently states, the governing body of a municipality may require an electric utility to relocate the utility's facility at the utility's expense to permit the widening or straightening of a street. City and Company further agree that widening and straightening of a street includes the addition of any acceleration, deceleration, center or side turn lanes, and sidewalks (meaning sidewalks done in conjunction with widening or straightening of a street), provided that the City shall provide Company with at least thirty (30) days' notice and shall specify a new location for such facilities along the Public Rights-of-Way of

the street. Company shall, except in cases of emergency conditions or work incidental in nature, obtain a permit, if required by City ordinance, prior to performing work in the Public Rights-of-Way, except in no instance shall Company be required to pay fees or bonds related to its use of the Public Rights-of-Way, despite the City's enactment of any ordinance providing the contrary. Company shall construct its facilities in conformance with the applicable provisions of the National Electrical Safety Code.

If the City requires the Company to adapt or conform its Facilities, or in any manner to alter, relocate, or change its Facilities to enable any other corporation or person to use, or use with greater convenience, said street, alley, highway, or public way, the Company shall not be bound to make such changes until such other corporation or person shall have undertaken, with good and sufficient bond, to reimburse the Company for any costs, loss, or expense which will be caused by, or arises out of such change, alteration, or relocation of Company's Facilities.

If City abandons any Public Rights-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way and on the obligation of the party to whom the Public Rights-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Rights-of-Way. If the party to whom the Public Rights-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Rights-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 4.

A. In consideration of the granting of this Franchise, Company shall, at its sole cost and expense, indemnify and hold the City, and its past and present officers, agents and employees harmless against any and all liability arising from suits, actions or claims regarding injury or death to any person or persons, or damages to any property arising out of or occasioned by the intentional and/or negligent acts or omissions of Company or any of its officers, agents, or employees in connection with Company's construction, maintenance and operation of Company's system in the City Public Rights-of-Way, including any court costs, reasonable expenses and reasonable defenses thereof.

B. This indemnity shall only apply to the extent that the loss, damage or injury is attributable to the negligence or wrongful act or omission of the Company or its officers, agents or employees, and does not apply to the extent such loss, damage or injury is attributable to the negligence or wrongful act or omission of the City or the City's officers, agents, or employees or any other person or entity. This provision is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of Company and the City.

C. In the event of joint and concurrent negligence or fault of both Company and the City, responsibility and indemnity, if any, shall be apportioned comparatively between the City and Company in accordance with the laws of the state of Texas without, however, waiving any governmental immunity available to the City under Texas law and

without waiving any of the defenses of the parties under Texas law. Further, in the event of joint and concurrent negligence or fault of both Company and the City, responsibility for all costs of defense shall be apportioned between the City and Company based upon the comparative fault of each.

D. In fulfilling its obligation to defend and indemnify City, Company shall have the right to select defense counsel, subject to City's approval, which will not be unreasonably withheld. Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this franchise. If Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all reasonable defense costs incurred by City, except as otherwise provided in section 4.B and 4.C.

SECTION 5. This franchise is not exclusive, and nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation. Any Franchise granted by the City to any other person, firm, or corporation shall not unreasonably interfere with this Franchise.

SECTION 6. In consideration of the grant of said right, privilege and franchise by the City and as full payment for the right, privilege and franchise of using and occupying the said Public Rights-of-Way, and in lieu of any and all occupation taxes, assessments, municipal charges, fees, easement taxes, franchise taxes, license, permit and inspection fees or charges, street taxes, bonds, street or alley rentals, and all other taxes, charges, levies, fees and rentals of whatsoever kind and character which the City may impose or hereafter be authorized or empowered to levy and collect, excepting only the usual general or special ad valorem taxes which the City is authorized to levy and impose upon real and personal property, sales and use taxes, and special assessments for public improvements, Company shall pay to the City the following:

- A. A final quarterly payment will be made on or before March 15, 2017 for the privilege period of October 1, 2017 through December 31, 2017 in accordance with the terms of the previous franchise.
- B. As authorized by Section 33.008(b) of PURA, the original franchise fee factor calculated for the City in 2002 was 0.003173 (the "Base Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries for determining franchise payments going forward.

Due to a 2006 agreement between Company and City the franchise fee factor was increased to a franchise fee factor of 0.003332 (the "Current Factor"), multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries on an quarterly basis.

However, consistent with the 2006 agreement, should the Public Utility Commission of Texas at any time

disallow Company's recovery through rates of the higher franchise payments made under the Current Factor as compared to the Base Factor, then the franchise fee factor shall immediately revert to the Base Factor of 0.003173 and all future payments, irrespective of the time period that is covered by the payment, will be made using the Base Factor.

1. Company shall make quarterly pre-pay payments as follows:

<u>Payment Due</u>	<u>Basis Period</u>	<u>Privilege Period (Following Year)</u>
June 15	Jan. 1 – Mar.31	Jan. 1 – Mar.31
September 15	Apr. 1 – Jun. 30	Apr. 1 – Jun. 30
December 15	Jul. 1 – Sept. 30	Jul. 1 – Sept. 30
March 15	Oct. 1 – Dec. 31	Oct. 1 – Dec. 31

2. The first payment hereunder shall be due and payable on or before June 15, 2017 and will cover basis period of January 1, 2017 through March 31, 2017 and the privilege period of January 1, 2018 through March 31, 2018. If this Franchise is not effective prior to the first quarterly payment date, Company will pay any payments due within 30 days of the effective date of this agreement. The final payment under this Franchise is due on or before March 15, 2036 and covers the basis period of October 1, 2036 through December 31, 2036 and privilege period of October 1, 2037 through December 31, 2037.

After the final payment date of March 15, 2036, Company may continue to make payments in accordance with the above schedule. The City acknowledges that such continued payments will correspond to privilege periods that extend beyond the term of this franchise and that such continued payments will be recognized in any subsequent franchise agreement as full payment for the relevant periods.

- C. A sum equal to four percent (4%) of gross revenues received by Company from services identified as DD1 through DD24 in Section 6.1.2 "Discretionary Service Charges," in Oncor's Tariff for Retail Delivery Service (Tariff), effective 1/1/2002, that are for the account and benefit of an end-use retail electric consumer. Company will, upon request by City, provide a cross reference to Discretionary Service Charge numbering changes that are contained in Company's current approved Tariff.
 1. The franchise fee amounts based on "Discretionary Service Charges" shall be calculated on an annual calendar year basis, i.e. from January through December 31 of each calendar year.
 2. The franchise fee amounts that are due based on "Discretionary Service Charges" shall be paid at least once annually on or before April 30 each year based on the total "Discretionary Service Charges", as set out in Section 6C, received during the preceding calendar year. The initial Discretionary Service Charge franchise fee amount will be paid on or before April, 30 2018 and will be based on the calendar year January 1 through December 31, 2017. The final Discretionary Service Charge franchise fee amount will be paid on or before April 30, 2038 and will be based on the calendar year of January 1 through December 31, 2037.

3. Company may file a tariff or tariff amendment(s) to provide for the recovery of the franchise fee on Discretionary Service Charges.
4. City agrees (i) to the extent the City acts as regulatory authority, to adopt and approve that portion of any tariff which provides for 100% recovery of the franchise fee on Discretionary Service Charges; (ii) in the event the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the franchise fees on such Discretionary Service Charges is an issue, the City will take an affirmative position supporting the 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
5. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
6. In the event of a regulatory disallowance of the recovery of the franchise fees on the Discretionary Service Charges, Company will not be required to continue payment of such franchise fees.

SECTION 7. This Ordinance shall become effective upon Company's written acceptance hereof, said written acceptance to be filed by Company with the City within sixty (60) days after final passage and approval hereof. The right, privilege and franchise granted hereby shall expire on December 31, 2037; provided that, unless written notice of cancelation is given by either party hereto to the other not less than sixty (60) days before the expiration of this franchise agreement, it shall be automatically renewed for an additional period of six (6) months from such expiration date and shall be automatically renewed thereafter for like periods until canceled by written notice given not less than sixty (60) days before the expiration of any such renewal period.

SECTION 8. This Ordinance shall supersede any and all other franchises granted by the City to Company, its predecessors and assigns.

SECTION 9 The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any portion of this Ordinance is declared illegal or unconstitutional by the valid final non-appealable judgment or decree of any court of competent jurisdiction, such illegality or unconstitutionality shall not affect the legality and enforceability of any of the remaining portions of this Ordinance.

SECTION 10. In order to accept this franchise, Company must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City.

SECTION 11. It is hereby officially found that the meeting at which this Ordinance is passed is open to the public and that due notice of this meeting was posted by City, all as required by law.

PASSED AND APPROVED by the City Council on first reading this 12th day of September, 2016.

Mayor

ATTEST:

City Secretary

PASSED AND ADOPTED by the City Council on second reading this 3rd day of October, 2016.

Mayor

ATTEST:

City Secretary

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF SNYDER, TEXAS, REGULATING THE PARKING, STORAGE, AND OCCUPANCY OF RECREATIONAL VEHICLES WITHIN THE CITY LIMITS; PROVIDING FOR A MAXIMUM PENALTY OF \$500 FOR EACH VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Snyder, Texas finds it necessary to regulate the parking, storage, and occupancy of Recreational Vehicles in the City of Snyder; and

WHEREAS, the City Council of the City of Snyder finds that it is in the best interest of the health, safety and welfare of its citizens to adopt this ordinance; and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Snyder, Texas:

SECTION I

Enactment. The Code of Ordinances, City of Snyder, Texas, is hereby amended to read in accordance with Attachment A, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Sections of the Code shall be renumbered as necessary.

SECTION II

Repealer. All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated herein.

SECTION III

Severability. The provisions of this ordinance are declared to be severable. If any section, sentence, clause or phrase of the ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance, but they shall remain in full force and effect; it being the legislative intent that this ordinance shall remain in effect notwithstanding the validity of any part.

SECTION IV

Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Council and publication as may be required by governing law.

SECTION V

Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the *Open Meetings Act, Chapter 551, Gov't. Code*.

PASSED AND APPROVED by the City Council on first reading this 12th day of September, 2016.

Mayor

ATTEST:

City Secretary

PASSED AND ADOPTED by the City Council on second reading this 3rd day of October, 2016.

Mayor

ATTEST:

City Secretary

ATTACHMENT A

ARTICLE 12.07 Recreational Vehicles

Section 12.07.001 Definitions.

The following definitions shall only be applicable to Article 12.07.

City utilities. Any permanent or temporary connection to water, wastewater (sewer), electricity, telecommunications, and/or natural gas or liquid petroleum gas (LPG) utility services provided by the City or a City franchisee.

Recreational Vehicle. A vehicular or portable unit which either has its own motive power or is mounted on or drawn by another vehicle, such as travel trailers, truck campers, camping trailers or motor homes. A recreational vehicle is not designed or intended for use as a permanent dwelling or sleeping place, but is to provide temporary living quarters for recreational, camping, or travel use.

Recreational Vehicle Park or community. A lot or parcel of land containing spaces with improvements and utilities that are sold or leased for the temporary occupancy and placement of recreational vehicles, and that includes services and facilities for residents.

Section 12.07.002 Parking, storage and occupancy of Residential Vehicles restricted

(a) It shall be unlawful to park or store a recreational vehicle on or in any public roadway or right-of-way except as follows:

(1) Recreational vehicles may be parked on a public roadway and/or right-of-way, for a period not to exceed seventy-two (72) hours, for the express purpose of loading or unloading the vehicle, preparing the vehicle for use, or preparing the vehicle for storage. Said recreational vehicle shall not be parked within 35 feet of a stop sign or intersection, or parked in such a manner that creates a safety hazard.

(2) Recreational vehicles owned and operated by a person or persons who do not reside in the city may be parked on private property in residential areas for no more than seven (7) calendar days (or portions thereof) within any 60-day period, for the purpose of visiting city residents. Said recreational vehicles shall be self-sufficient, in that no utility service, cord, or drain shall be connected to the vehicle. Said recreational vehicle shall not be parked in such a manner that creates a safety hazard.

(3) Recreational vehicles, under emergency conditions, may be used as a temporary shelter unless use of the recreational vehicle results in an adverse effect on the health and/or general welfare of the occupants or users of adjacent or proximate properties.

(b) It shall be unlawful for a recreational vehicle to be stored on an unimproved or vacant lot in the city, except that a recreational vehicle may be stored on a vacant lot owned by the owner of the recreational vehicle and which is immediately adjacent to the owner's principal residence. Said vehicle will be stored on an improved pad located in accordance with the appropriate zoning setbacks. For the purposes of this section, improved pad means a pad made of concrete, asphalt, gravel, or other all-weather surface materials.

(c) It shall be unlawful for any person to occupy a recreational vehicle for residence or custodial residence purposes in the city, except in a duly licensed recreational vehicle campground or park. If located in a duly licensed recreational vehicle campground or park, the recreational vehicle shall occupy a platted parking space within the facility that is fitted with all necessary utility connections.

(d) It shall be unlawful to permanently connect a recreational vehicle to city utilities, including but not limited to water, sewer, electricity, natural gas or LPG, or telecommunications. Any recreational vehicle permanently connected to city utilities as of the effective date of this subsection shall be disconnected within one hundred twenty (120) calendar days, save and except those recreational vehicles that as of the effective date of this subsection have received and hold a valid permit issued by the City authorizing such connection.

(e) As an exception to Section 12.07.002(d), the owner of a recreational vehicle may connect a recreational vehicle to city utilities, including but not limited to water, sewer, electricity, natural gas or LPG, or telecommunications for no more than three (3) calendar days (or portions thereof) within any 30-day period, to maintain the recreational vehicle in good working order and to perform routine maintenance or repairs.

(f) It shall be unlawful to park or store a recreational vehicle on private property except as follows:

- (1) The recreational vehicle is located on commercial or industrial property.
- (2) The recreational vehicle is temporarily located on a permitted construction site for use as office space.
- (3) The recreational vehicle is stored in a facility designated for the short- or long-term storage of recreational vehicles.
- (4) The recreational vehicle is stored on residential property on an improved site/pad/driveway that is located in accordance with the appropriate zoning setbacks.

(g) It shall be unlawful to park or store an unregistered, unlicensed recreational vehicle in the City.

Section 12.07.003 Enforcement; Penalty

(a) Provisions of this article may be enforced by the police department and/or the code enforcement department as a misdemeanor as follows:

(1) Any person convicted as defined by this article shall, upon conviction, be fined in any sum not exceeding \$500.00.

(2) Each offense and every day wherein this article is violated shall constitute a separate offense, and the person, firm or corporation so guilty of such violation shall, upon conviction, be punished therefore as hereinbefore provided.

CHAPTER 380
ECONOMIC DEVELOPMENT AGREEMENT

BETWEEN
THE CITY OF SNYDER, TEXAS
AND
POWER SKY CAPITAL, LLC.

This Chapter 380 Economic Development Agreement (this “Agreement”) is entered into between Power Sky Capital, a Texas limited liability company, (the “Owner”), and the City of Snyder, Texas, a home rule city (the “City”). The Owner and City may be referred to jointly herein as “the Parties” and individually as a “Party”.

RECITALS

WHEREAS, the City Council of the City has authorized the City to make certain economic development grants to Owner in recognition of the positive economic benefits which will accrue to the City through Owner’s efforts to redevelop the former Walmart building located at 4515 College Ave. and in the retail section of Snyder, Scurry County, Texas.

WHEREAS, the City desires to offer incentives to Owner over a period of time which will enable Owner to redevelop the former Walmart building site located at 4515 College Avenue, and 4509 College Ave Snyder, Scurry County, Texas as an integrated, planned development retail project (the “Project”).

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, and Owner agree as follows:

1. Authority

The City’s execution of this Agreement is authorized by Chapter 380, *Texas Local Government Code*, and constitutes a valid and binding obligation of the City subject to the condition precedent that Owner completes development of the Project as specified herein. Owner’s execution and performance of this Agreement constitute a valid and binding obligation of Owner. The City acknowledges that Owner is acting in reliance upon the City’s performance of its obligations under this Agreement in making its decision to commit substantial resources and money to redevelop the Property, and Owner acknowledges that City is acting in reliance upon Owner’s full and complete performance of its obligations under this Agreement in making its decision to commit substantial resources to this Project.

2. Definitions

As used in this Agreement, the following word or phrases shall have the following meanings:

- 2.1. "Act of Default or Default" means failure to timely, fully, and completely comply with one or more requirements, obligations, duties, terms, conditions or warranties, as stated in this Agreement. City may accept substantial compliance in lieu of full compliance by written waiver of such Act of Default.
- 2.2. "Reimbursable Sales Tax Collected by the City" means 100% of the Reimbursable Amount of the One and One Half Percent Sales Tax Revenue as a result of sales made on, at or from the Project, i.e., tax dollars generated by sales subject to sales tax, and attributable to sales by taxable entities doing business within the Project.
- 2.3. "Certificate of Occupancy" shall mean that final document issued by the City of Snyder, Texas, entitled "Certificate of Occupancy", indicating that all applicable codes, regulations, and ordinances enforced by the City of Snyder, and have been unconditionally, fully, and completely complied with in all respects. A Certificate of Occupancy shall not include a certificate issued in error, mistake, or misrepresentation of facts, nor any temporary or conditional document authorizing temporary or conditional occupancy.
- 2.4. "Chapter 380 Payment(s)" means the amount(s) paid by the City to Owner under this Agreement from any source.
- 2.5. "City of Snyder or City" means the governing municipal corporation that is legally authorized to control the area that is within the city limits of the City of Snyder, and the area that is within the City and/or Scurry County, Texas.
- 2.6. "Code" means the Snyder Code of Ordinances in effect as of the Effective Date.
- 2.7. "Effective Date" means the date this Agreement has been signed by all Parties.
- 2.8. "Force Majeure" means any event in which any Party shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of any utility service, restrictive governmental laws or regulations, riots, insurrections, the act, the failure to act, or default of another Party or a material worsening of current conditions caused by acts of terrorism or war (whether or not declared), or severe weather occurring after the execution of this Agreement, which materially impairs the Party's ability to perform any act required under this Agreement.
- 2.9. "Gross Taxable Sales" is as defined by the *Texas Tax Code*.
- 2.10. "Initial Completion" means the date on which Owner delivers a portion of the Project to a nationally recognized tenant, and a Certificate of Occupancy is issued allowing such tenant's operation within the Project.
- 2.11. "Maximum Reimbursement Amount" means \$450,000.00.

- 2.12. “Minor Modification” includes but is not limited to deviations from any agreed upon provision hereof, including details set forth in the Exhibits hereto, in order to protect natural features, address unusual site conditions, compensate for some practical difficulty or some unusual aspect of the Property or due to the fact that the type of use makes compliance with the standards or requirements in the Code unreasonable or impractical. The determination or whether a Modification is “Minor” or otherwise, shall be made within the sole judgment of the City Manager, upon consultation the Owner.
- 2.13. “One and One Half Percent Sales Tax Revenue” means the total amount of sales tax revenues collected by the City resulting from the imposition of a one and one-half percent municipal sales tax, such as that presently in effect pursuant to Section 321.101(a) and Section 3212.103, *Texas Tax Code*. As of the Effective Date, the City’s portion of the One and One Half Percent Sales Tax Revenue is one and one-eighth percent (1.125%) [of which one percent (1.0%) is deposited into the City’s general fund, one-eighth of one percent (.125%) is also deposited into the City’s general fund and was dedicated by election to a reduction in property taxes] and the Development Corporation of Snyder’s portion is three-eighth of one percent (0.375%).
- 2.14. “Owner” means Power Sky Capital, LLC, a Texas limited liability company, authorized to do business in the State of Texas.
- 2.15. “Program” means the economic development program established by the City under the Resolution, as authorized by Chapter 380, *Texas Local Government Code*, to promote local economic development and stimulate business and commercial activity within the City.
- 2.16. “Project” means Owner’s planned redevelopment of the former Walmart building located at 4515 College Avenue, and 4509 College Ave Snyder, Scurry County, Texas.
- 2.17. “Property” means that 7.346 acres of land, and improvements thereon, within Lot 1, Replat of Lot 1, WAL-MART SUBDIVISION, an addition to the City of Snyder, Scurry County, Texas, as shown on map or plat thereof recorded in Cabinet “A”, at Slide 175, Plat Records and 4509 College Ave Snyder of Scurry County, Texas.
- 2.18. “Reimbursable Amount of the One and One Half Percent Sales Tax Revenue” means the total amount of sales tax revenues collected by the City directly resulting from the one percent (1.0%) of the One and One Half Percent Sales Tax Revenue deposited into the City’s general fund. The term “Reimbursable Amount of the One and One Half Percent Sales Tax Revenue” does not include the one-eighth of one percent (.125%) of the One and One Half Percent Sale Tax Revenue dedicated by election to a reduction in property taxes nor does it include the three-eighth of one percent (.375%) of the One and One Half Percent Sales Tax Revenue dedicated to the Development Corporation of Snyder’s use.

2.19. "Reimbursement Term" means the five-year period beginning January 1, 2017, and ending December 31, 2021.

3. Term

This Agreement will become enforceable upon the Effective Date and will terminate on the first to occur of: (a) the expiration of the Reimbursement Term; (b) upon actual receipt by Owner of the City's payment of the Maximum Reimbursement Amount; or (c) upon termination as provided for herein, whichever occurs first (the "Term"). In recognition that payments are, by necessity, calculated and paid after taxes have been levied by and paid to the City and, therefore, will always be paid in arrears, the Term of this Agreement will be deemed extended until all payments relating to Actual Project Sales Tax collected by the City and attributable to the specified Term of the Agreement have been paid by the City to Owner.

4. Development Requirements

- 4.1. The Project shall be a retail shopping center and restaurant site.
- 4.2. The Project shall comply with the Code, as amended or supplemented by this Agreement.
- 4.3. Subsequent to the Effective Date, Owner, as part of the Project, shall make improvements to the Property, valued at \$4,000,000.00 or more.
- 4.4. Achievement of Initial Completion of the Project within one year of the Effective Date of this Agreement.
- 4.5. Owner shall create at least 4 New Full-time Jobs and 16 New Part-time Jobs at the Property for the Project within 24 months of the Effective Date. "New Full-time Jobs" are full-time jobs created after the Effective Date and held by employees of new companies or businesses to be located at the Property. "New Part-time Jobs" are part-time jobs created after the Effective Date and held by employees of new companies or businesses to be located at the Property.
- 4.6. The Owner shall deliver to the City a report by January 31 of each year stating (i) the value of improvements to the Property and (ii) the number of New Full-time Jobs at the Property.
- 4.7. Notwithstanding anything herein to the contrary, Owner agrees that in the event any existing business' currently located with the City of Snyder relocates to the Project, Owner will receive 70% of the Reimbursable Sales Tax Collected by the City for that business based on the increase in that business' sales tax over the average of the two (2) years prior to relocation.
- 4.8. As a condition precedent to City's obligation to pay the Sales Tax Refund as detailed in 5.2 below, within 60 days of a Certificate of Occupancy being issued to a tenant at

the Property pursuant to the Project, Owner shall cause said tenant to execute an Agreement for Disclosure of Confidential Tax Information, an example of which is attached hereto as Exhibit A and incorporated herein for all purposes, and shall deliver the fully executed Agreement for Disclosure of Confidential Tax Information to the City and the Texas Comptroller's Office. Owner's failure to obtain a fully executed Agreement for Disclosure of Confidential Tax Information and submit to the Texas Comptroller's Office shall result in Owner's forfeiture of the Sales Tax Refund pursuant to 5.2 for the month or months that the Agreement for Disclosure of Confidential Tax Information has not been fully executed and submitted to the City and the Texas Comptroller's Office.

5. City's Obligations

- 5.1. The City agrees to pay to Owner an amount, as specified below, not to exceed the Maximum Reimbursement Amount from sources contemplated by this Agreement over a period not to exceed the Reimbursement Term, subject to the conditions precedent that Owner has timely and fully complied with all applicable terms and conditions contained in this Agreement, and the above designated Development Requirements are then satisfied. Further, City's obligation to pay Owner shall cease upon payment in full of the Maximum Reimbursement Amount, or the expiration of this Agreement after the Reimbursement Term, even if the Maximum Reimbursement Amount has not been paid, or termination of this Agreement by City as provided herein, whichever occurs first.

Failure by City to timely and substantially comply with its obligations hereunder shall be an Act of Default by City if uncured as provided for herein, and such uncured Act of Default will give Owner the right to the contracted amount then currently owing not already provided to Owner by City in previous payments.

5.2. Sales Tax Refund

Payment. Subject to the terms and conditions as set forth above, City shall pay Owner seventy percent (70%) of all Reimbursable Sales Tax Collected by the City up to but not to exceed the Maximum Reimbursement Amount. Such payment is due to Owner sixty (60) days after the City's receipt of the respective payment from the State of Texas.

Failure by City to timely and fully comply with its obligations hereunder and time for their performance throughout the Term of this Agreement shall be an Act of Default.

- 5.3. Sales Tax Disclosure. Owner shall cause each business paying Sales or Use tax attributable to operations within the Project to agree to authorize the Texas Comptroller's Office to release and disclose any and all Sales and Use tax information relating to the operation of such taxpayer's business within the Project, such agreement to be in form substantially as set forth on Exhibit A attached hereto.

6. Owner's Covenants, Warranties, Obligations, and Duties

6.1. Owner makes the following covenants and warranties to City, and agrees to timely and fully perform the following obligations and duties. Any false or substantially misleading statement contained herein or failure to timely and fully perform as required in this Agreement shall be an Act of Default by Owner. Failure to comply with any one covenant or warranty shall constitute an Act of Default by Owner.

6.1.1. Owner is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement.

6.1.2. The execution of this Agreement has been duly authorized by Owner, and the individual signing this Agreement is the President of Owner, empowered to execute such Agreement and bind the entity, said authorization, signing, binding effect is not in contravention of any law, rule, or regulation, or of the provisions of Owner's limited liability company agreement, or by-laws, or of any agreement or instrument to which Owner is a party or by which it may be bound, such authority to be evidenced by a resolution, attached hereto at the time of execution.

6.1.3. No litigation or governmental proceeding is pending or, to the knowledge of Owner or Owner's officers, threatened against or affecting Owner that may result in any material adverse change in Owner's business, properties or operation. No consent, approval, or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

6.1.4. There are no Owner bankruptcy proceedings currently pending or contemplated, and Owner has not been informed of any potential involuntary Owner bankruptcy proceedings.

6.1.5. To its current, actual knowledge, Owner will acquire and maintain all necessary rights, licenses, permits, and authority to carry on its business in Snyder, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

6.1.6. Owner shall timely and fully comply with all of the terms and conditions of this Agreement.

7. Phasing of Project

The Property shall be developed as a single project, but construction may be phased over time, provided such phasing shall not extend the Reimbursement Term. Owner agrees that it will obtain all required City permits for the construction of all items required by this Agreement and will diligently pursue such construction until fully completed.

8. City's Liability Limitations

Should City fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions, or warranties of the Agreement, such failures shall be an Act of Default by City and City shall have ninety days to cure and remove the Default upon receipt of written notice to do so from Owner. Owner specifically agrees that City shall only be liable to Owner for the amount of the money payments then currently owing to Owner, and attorneys' fees and costs of court, and shall not be liable to Owner for any alleged or actual consequential damages. It is further specifically agreed that City shall only be required to make payments that are less than the Reimbursable Sales Tax Collected by the City.

9. Miscellaneous Provisions

- 9.1. Changes in Law. If, during the term of this Agreement, State law applicable to municipal sales taxes changes and, as a result, the Chapter 380 Payments differ from the amount which would have been paid to Owner under the laws in effect as of the Effective Date, then the City, in its sole discretion, may adjust the Chapter 380 Payments utilizing whatever discretionary taxes and revenues are legally available to the City to be allocated to the Chapter 380 Payments. The foregoing does not require the City to use funds from other sources and/or sources that are not within the City's discretion to allocate to the Project in order to achieve the same economic benefits to both Parties, which would have resulted if the law had not changed.
- 9.2. Release and Indemnification. THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE COMPANY PURSUANT TO THIS AGREEMENT. THE COMPANY HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY. THE COMPANY DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE COMPANY'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF THE COMPANY, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES

ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE OF THE CITY). IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE CITY AND COMPANY, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, THE COMPANY SHALL BE REQUIRED, ON NOTICE FROM CITY, TO DEFEND SUCH ACTION OR PROCEEDINGS AT THE COMPANY'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

- 9.3. Complete Agreement/Amendment. This Agreement represents a complete agreement of the Parties and supersedes all prior written and oral matters related to this Agreement. This Agreement may be canceled, changed, modified or amended, in whole or in part, only by the written and recorded agreement by the City and the then current owner of the Property.
- 9.4. Personal Liability of Public Officials. No employee of the City, nor any councilmember or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement. The Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.
- 9.5. Information. The Company shall, at such times and in such form as City may require, furnish periodic information concerning the status of the performance of its obligations under this Agreement as may be requested in writing by the City.
- 9.6. Assignment. This Agreement shall not be assignable, either in whole or in part, by Company without the express written consent of City, which may be withheld in City's sole discretion, even arbitrarily.
- 9.7. Minor Modifications. Whether or not a modification requested by Owner is "minor" or is "not minor" shall be determined in the sole discretion of the City manager. The City Manager shall be allowed but not required to grant "Minor Modifications" from the Code or the terms set forth in the Agreement (including but not limited to Section 4 of this Agreement regarding Development Standards). Further, "Minor Modifications" may include deviations from other provisions hereof in order to protect natural features, address unusual site conditions, compensate for some practical difficulty or some unusual aspect of the Property, or due to the fact that the type of use makes compliance with the standards or requirements in the Code unreasonable or impractical. If the City Manager

determines that a modification is not a “Minor Modification”, in the City Manager’s sole discretion, then City Manager shall have the right to present the modification to City Council for its determination and approval.

- 9.8. Mutual Assistance / Good Faith. The City and the Owner each agree to act in Good Faith and to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist the other in carrying out such terms and provisions in order to put the other in the same condition contemplated by this Agreement, regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property.
- 9.9. Permitting. The Parties agree to cooperate with one another to facilitate the expeditions processing of permits, including annexation requests, zoning applications, subdivision applications, development applications (public and commercial), and building permit applications required for the Project.
- 9.10. Representations and Warranties. The Parties represent and warrant to one another that the Program and this Agreement are within their authority and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction.
- 9.11. Attorney’s Fees. If any legal action or proceeding is commenced between the City and Owner to enforce the provisions of this Agreement or to recover damages for its breach, the prevailing Party in the legal action will be entitled to recover its reasonable attorney’s fees and expenses incurred by reason of such action, to the extent allowed by law.
- 9.12. Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.
- 9.13. Termination. If the Owner elects not to proceed with the acquisition of the Property or the development of the Project as contemplated by this Agreement, the Owner will notify the City in writing, and this Agreement and the obligations of all Parties will be deemed terminated and of no further force or effect as of the date of such notice, except those that expressly survive the termination hereof, if any.
- 9.14. Notice. Any notice or other communication (“Notice”) given under this Agreement must be in writing, and may be given: (i) by depositing the Notice in the United State Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested; or (ii) by personal delivery of the Notice to the Party or to an agent of the Party. Notice deposited in the mail in the manner specified will be effective two business days after deposit. Notice given in any other manner will be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties will be, until changed as proved below, as follows:

Owner: Power Sky Capital, LLC
P.O. Box 64189
Lubbock, Texas 79464

City: City of Snyder

City Manager

P.O. Box 1341

Snyder, Texas 79500-1341

All Parties may designate a different address at any time by giving Notice to the other Parties.

- 9.15. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any Party based on draftsmanship.
- 9.16. Relationship of the Parties. This Agreement will not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the Parties.
- 9.17. Applicable Law. This Agreement is made and will be construed and interpreted under the laws of the State of Texas, and venue will lie in Scurry County, Texas. No Party to the Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents, or representatives as a result of the approval or execution of this Agreement.
- 9.18. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and it is also the intention of the Parties that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid, or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

[Signature Page to Follow]

EXECUTED to be effective as of _____

OWNER:

By:

By: _____

Date: _____

CITY:

THE CITY OF SNYDER, TEXAS,
a Home-Rule Municipal Corporation

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

AGREEMENT FOR DISCLOSURE OF CONFIDENTIAL TAX INFORMATION

This agreement is entered into between the City of Snyder, Texas (hereafter the "City"), and _____, (hereinafter the "taxpayer") for the purposes indicated herein.

I, _____, _____ (title), and the duly authorized agent of _____, a vendor doing business at 4515 College Avenue, Snyder, Scurry County, Texas 79549, do hereby stipulate and agree as follows:

I hereby authorize the Texas Comptroller's Office to release and disclose any and all Sales and Use tax information relating to the operation of the above referenced taxpayer's business location to the City. I understand and agree that this release will be made by the Comptroller's Office to the City of Snyder on an ongoing monthly basis beginning on the date this Agreement is executed. This Agreement waives any and all rights with respect to the parties regarding the confidentiality of tax information under Sections 111.006, 151.027, Tax Code, or other state law.

The City agrees that it will use the tax information disclosed by the Comptroller pursuant to this Agreement solely and exclusively for the purposes of calculating the City's required payment (refund) to Power Sky Capital, LLC, of sales tax generated by the Project (shopping center) partially occupied by taxpayer, pursuant to a Chapter 380 Economic Development Agreement between City and Power Sky Capital, LLC.

This Agreement is entered into in or with regard to property located in Snyder, Scurry County, Texas, and Texas law will apply to its interpretation and enforcement.

SIGNED AND AGREED TO on this the _____ day of _____, 20__.

THE CITY OF SNYDER, TEXAS

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

On Behalf of the "City"

On behalf of the "Taxpayer"

Texas Taxpayer Identification No. _____

Outlet No. _____

PURCHASING PROCEDURES

Procedure Statement No. AP-001-799

1. All purchases of goods or services for the City are to be approved by the Department Head.
2. All purchases of goods or services will be of a quality suitable to the intended purpose, at the least ultimate cost to the City.
3. Any attempt to circumvent the use of a regular requisition and purchase order through splitting orders or repeated purchases of the same item will be noted by the Accounting Department who will notify the Finance Director and the City Manager.
4. Purchases are divided into four distinct classes.

A. Purchases under \$10.00 paid for by the employee.

1. The employee will purchase the item and will present the sales slip or receipt to his Department Head.
2. The Department Head will fill out a cash disbursement form with the receipt attached with the correct expense account to be charged to. The cash disbursement will then meet approval through the Department Head and City Manager for reimbursement to the employee. The disbursement will then be presented to the Accounting Office for payment.

B. Purchases under \$1000.00, not requiring a purchase order.

1. Any purchase of \$1000.00 or less may be handled by the CASH DISBURSEMENT VOUCHER (if a P.O. is not required by the supplier).
2. The CASH DISBURSEMENT VOUCHER must be filled out completely. The amount to credit will be the amount of the check to be written. The debit amount will be the individual amounts to be charged to the expense accounts. Please remember that the department number is a necessary part of the G/L account number. (Ex. 01-601-201)
3. Clip the supportive documentation (sales slip and/or receiving notification) to the back of the CASH DISBURSEMENT VOUCHER (make a photocopy of any small receipts that will not scan). Anything to be enclosed with the check should be paper clipped to the back.
4. The Department Head must sign the CASH DISBURSEMENT VOUCHER and send to the City Manager for approval.
5. After the City Manager has approved the purchase, the CASH DISBURSEMENT VOUCHER will be sent to the Accounting Department for approval and payment.

C. Purchases over \$1000.00, but under \$50,000.

A REQUISITION FOR PURCHASE ORDER must be filled out by the Department Head and forwarded to the Purchasing Department.

1. If the using Department Head has a preference of vendors, he can place this name on the requisition in the space provided for selected vendor. If the Department Head does not have a preference but knows of several vendors that have provided satisfactory service in the past, he may place these names in the spaces provided.

2. The Department Head must then fill out the remainder of the requisition listing prices if known. The number of the account to be charged must be listed.
The specifications and description must be given in detail in order to facilitate the Purchasing Agent when ordering.
3. The Department Head must then sign the REQUISITION FOR PURCHASE ORDER and send to the City Manager for approval and then to the Purchasing Agent.
4. The Purchasing Agent will then process the REQUISITION FOR PURCHASE ORDER.
 - a. The Purchasing Agent will make every attempt to receive prices from three vendors. Written quotations are preferred. The suggested vendors will be called and given the opportunity to quote a bid price for their products. The bid will be awarded to the lowest priced vendor who can meet quality standards.
 - b. If a vendor is known to be the sole supplier, the vendor will be chosen without bids except that periodically the Purchasing Agent will make certain that this vendor remains the sole supplier by comparison shopping. The City Manager must approve sole source purchases.
 - c. After the vendor has been selected, the Purchase Order will be printed. The Purchasing Agent will call the vendor, placing the order and giving the supplier the Purchase Order Number. The WHITE copy of the Purchase Order will be mailed or faxed to the vendor if required.
 - d. The YELLOW copy of the Purchase Order will be given to the Department Head to be used as a receiving sheet. .
5. When the goods are received by the using department the Department Head will check these items against the YELLOW receiving slip. If any item has been backordered, a copy should be made of the YELLOW sheet and backorders should be noted on the copy. Any packing slips or accompanying paperwork should be stapled to the copy and it should be signed by the Department Head. The YELLOW copy should be retained and sent in with the final shipment.
6. The YELLOW copy (or backorder copy) with attachments should then be forwarded to the City Manager for approval.
7. After the City Manager has approved, the YELLOW copy will be sent to Purchasing for processing.

D. Purchases over \$50,000.

Local Government Code Chapter 252.021. Competitive Requirements for Purchases. Before a municipality may enter into a contract that requires an expenditure of more than \$50,000 from one or more municipal funds, the municipality must comply with all requirements as stated in this chapter. The City of Snyder's Charter states under Section 95. Any purchase made or contract entered into by the City of Snyder shall be in accordance with the laws of the State of Texas as the same now exist or as they may be amended from time to time, or as provided by City ordinance when no in conflict with State law.

1. If approved by the City Council, the using department will need to submit a REQUISITION FOR PURCHASE ORDER to the Accounting Department.
2. Specifications will be drawn up by the using department and approved by the City Manager and attached to REQUISITION FOR PURCHASE ORDER.

3. The Purchasing Department will then advertise for bids in the local newspaper once a week for two consecutive weeks. The first notice will be published fourteen days prior to the opening day.
4. Every attempt will be made by the Purchasing Department to contact several vendors both by telephone and by mail to insure several bids.
5. Bids will be opened at the advertised time and place by the Purchasing Agent.
6. Bids will be awarded by the City Council. A purchase order number will then be issued and an original purchase order will be mailed to the selected vendor.
7. (Local Government Code: 271.9051)Any city with a population of less than 250,000 may give preference to a local bidder if:
 - a. The local bid is within five (5%) of the lowest bid that isn't local.
 - b. The city's governing body finds in writing that the local bid offers the best combination of price and economic development factors such as local employment and tax revenues.

Upon approval by the City Council for above action a form must be signed by the Mayor and attached to the necessary paperwork. (See Exhibit 1)

5. Emergency repairs by service center.

- A. The Superintendent may call the Purchasing Department and obtain a Purchase Order Number. A vendor must be named. If the item cannot be purchased from the named vendor, the employee must inform the Purchasing Department of this change.
- B. The Department Head must sign the receiving/work order and designate on the slip what the item is; what the item is used for; and which account is to be charged.
- C. The receiving slip/work order will then be given to the Purchasing Agent attached to a requisition marked "Emergency Repair" with the time and the date of the repair work and the P.O. # previously issued.

6. Emergency orders after hours.

- A. An emergency order would be one that is made after 5:00 p.m. or during the weekend. This would be for something that could not be handled during normal working hours, or wait until the next day.
- B. A requisition needs to be turned into the Purchasing Agent as soon as possible. This requisition needs to be marked "Emergency Order Item Already Ordered". Please indicate the time and date of order. The Purchasing Agent will then call the vendor and issue a Purchase Order Number.

7. Memorandums requesting payment or reimbursement for expense (for which no Purchase Order already exists) require the submission of the appropriate document, either a REQUISITION FOR PURCHASE ORDER or the CASH DISBURSEMENT VOUCHER, if applicable.

8. Voucher checks will be mailed out after 3 p.m. on Monday afternoon. In order to facilitate this, all authorizations for the issuance of checks must be submitted to the Accounting Department by Thursday noon of the preceding week.

9. Purchasing procedures are to be administered by the Purchasing Director.

10. Purchases not complying with these procedures may be subject to nonpayment and the return of goods purchased.

11. Exception of these procedures may be authorized only upon prior approval by the City Manager.

12. Failure to comply with these procedures may result in disciplinary action up to, and including, dismissal.

EMERGENCY PROCUREMENT

See the Financial Emergency Procurement Manual

ORDINANCE NO -----

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF _____, TEXAS, ADOPTING A NEW ORDINANCE, BY ADDING A NEW SECTION _____, DEVELOPMENT STANDARDS, EXTERIOR CONSTRUCTION REQUIREMENTS FOR RESIDENTIAL AND NON RESIDENTIAL CONSTRUCTION, SERVICE AREA DESIGN REQUIREMENTS, RESIDENTIAL SCREENING WALL REQUIREMENTS AND SPECIAL DISTRICTS REQUIREMENTS, PROVIDING A SEVEREABILITY CLAUSE, PROVIDING A PENALTY CLAUSE, PROVIDING A CONFLICTING ORDINANCES CLAUSE, AUTHORIZING PUBLICATION AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, upon recommendation of the City Staff and in deliberation of the City Council of the City of _____, Texas is deemed to be in the best interest of the health, safety and the general welfare of the citizens of the City of _____ that a new ordinance be adopted for Development Standards, Exterior Construction Requirements for residential and non residential construction, Service Area Design Requirements, Residential Screening Wall Requirements and Special Districts Requirements; and

WHEREAS, notice of public hearing before the Planning and Zoning Commission was published in a newspaper of general circulation in accordance with applicable regulations; and

WHEREAS, public hearing before the Planning and Zoning Commission was held on _____ to receive public input; and

WHEREAS, notice of public hearing before the City Council was published in a newspaper of general circulation in accordance with applicable regulations; and

WHEREAS, The City Council does find that there is a public necessity for said ordinance, that the public demands it, that the public interest is clearly requires the amendments and that this ordinance helps secure safety from fire and promotes general welfare of the citizens of _____,

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

Section 1: That the above findings are hereby found to be true and correct and incorporated herein in their entirety;

Section 2: Development Standards

A. Definitions

Residential buildings shall mean those buildings utilized for a single family, two-family, and multiple family dwelling, related to accessory use as a primary residential unit.

Nonresidential building shall mean those buildings utilized for use other than single family, two-family and multiple family dwelling related to accessory use as a primary non-residential building.

Masonry materials shall mean and include that form of construction defined below and composed of clay brick, stone, decorative concrete block, rock or other materials of equal characteristics laid up unit by unit set in mortar.

Brick – Includes kiln fired clay or shale brick manufactured to ASTM C216 or C652, Grade SW, can include concrete brick if the coloration is integral, shall not be painted, and it is manufactured to ASTM C1634; minimum thickness of two and one quarter inches when applied as a veneer, and shall not include underfired clay or shale brick.

Stone – Includes naturally occurring granite, marble, limestone, slate, river rock, and other similar hard and durable all weather stone that is customarily used in exterior building construction; may also include cast or manufactured stone product, provided that such product yields a highly textured stone-like appearance, its coloration is integral to the masonry material and shall not be painted on, and it is demonstrated to be highly durable and maintenance free; natural or manmade stone shall have a minimum thickness of two and five eighths inches when applied as a veneer

Decorative Concrete Block – Includes highly textured finish, such as split faced, indented, hammered, fluted, ribbed or similar architectural finish; coloration shall be integral to the masonry material and shall not be painted on; minimum thickness of three and five eighths inches when applied as a veneer; shall include light weight and featherweight concrete block or cinder block units.

Precast concrete panels – Includes products often associated with Tilt Up Wall Construction but only allowed if post-constructed wall areas are then covered by defined masonry materials that can be laid up unit by unit set in mortar and meet the required percentage of coverage as defined in this ordinance

The following materials shall not qualify nor be defined as “masonry construction” in meeting the minimum requirements for exterior construction of buildings, unless specifically approved by variance:

- Stucco, exterior plaster, adobe or mortar wash surface material
- Exterior insulation and finish systems (EIFS), acrylic matrix, synthetic plaster, or other similar synthetic material
- Cementitious fiber board siding (such as “Hardy Plank” or “Hardy Board”)

B. Exterior Construction Requirements

1. Residential Masonry Construction Standards

- a. Single Family- All single family residential buildings within the various zoning districts including townhomes and duplexes shall be constructed of exterior fire resistant construction having at least eighty five percent (85%) of the total exterior walls above grade level and below the first floor plate line, excluding doors and windows, constructed of severe weather rated brick or stone veneer. The second floor or higher elevations above the first floor shall have exterior fire resistant construction having at least sixty five percent (65%) of the total exterior walls constructed of severe weather rated brick or stone veneer. Stucco or material of equal characteristics as approved by the City in accordance with the City’s building code and fire prevention code may be considered on case by case basis to encourage architectural creativity. Exterior Insulated Finishing System (EIFS) shall not be permitted.
- b. Multi-family- All principal and accessory buildings located in the multi-family zoning district shall have at least eighty percent (80%) of the total exterior walls, excluding doors and windows, constructed of brick, stone, or a combination of both materials. Stucco and/or exceptions to the above requirements may be considered by the City Council on case-by-case basis.
- c. Manufactured homes shall meet all the above requirements for single-family residential construction standards.
- d. Mobile Homes shall be permitted only in a mobile home park and are exempt from the above construction requirements.
- e. Accessory buildings shall adhere to the following standards:
 - 1) Accessory buildings one hundred twenty (120) square feet or less are excluded from the construction standards for residential construction.

2) All accessory buildings, larger than one hundred twenty (120) square feet, in residential districts shall meet all requirements of this Ordinance.

f. Barns shall adhere to the following standards:

1) Metal barns/structures are not allowed on lots and tracts of less than three (3) acres.

2) The use of exposed metal exterior walls and finishes shall be allowed only for barns and agricultural structures in the agricultural zoning district for lots and tracts three (3) acres and larger.

3) Any temporary storage buildings/containers located on residential property for greater than 30 days, shall be brought up to construction material standards in accordance with this ordinance.

2. Non-Residential Construction Standards

The following standards apply to all new non-residential building construction and any building expansion of 50% or more in floor area or a significant change in use of the building from one occupancy to another occupancy in accordance with the established building codes:

a. All non-residential buildings shall be constructed of exterior fire-resistant construction having at least eighty percent (80%) of the total exterior walls excluding doors and windows, constructed of severe weather rated brick, stone, split faced concrete textured surface block or glass wall construction, in accordance with the City's building code and fire prevention code.

a. Building front and side facades or any portion that has exposure to a public or private street, residential zoning districts, or any public exposure, including parking lot exposure for pad sites and free standing buildings, shall be constructed entirely (100%) of severe weather rated stone, brick, or glass wall construction. Strict adherence to this rule shall not be such as to prevent architectural creativity. Other materials or a combination of severe weather rated brick, stone and other materials may be considered based on architectural creativity by the City Council.

c. Each building elevation shall provide architectural features such as columns, reveals and articulations to break up long facades exceeding 50 feet.

- d. Exposed concrete, smooth surface concrete block, or metal finishes shall not be permitted in non residential zoning districts unless approved as part of the design by variance approval.
- e. EIFS shall generally be used as accent material for window head, sill or cornices around the building. EIFS shall not be permitted as a primary building material.
- f. Carports constructed entirely out of metal are not permitted. Carports shall be compatible in design and material with the main structure.
- g. Requirements for Large Industrial Buildings:

0-50,000 sq.ft.	75% brick or stone veneer
50,001-100,000 sq.ft.	50% brick or stone veneer
100,001 and larger	25% brick or stone veneer on front façade and side façade if siding on a public street

4. Service Area Design Requirements

- a. To reinforce the professional image of each development site, all service areas and mechanical equipment, noise and odors shall be located at the rear of the property and screened from views using walls, berms, shrubs, trees and/or a combination of materials.
- b. The dumpster shall be screened with a masonry wall compatible in material and color with the primary building.
- c. Unless otherwise noted, the screening requirement shall be masonry screening compatible with the primary building material. The following uses shall be screened:
 - 1) Trash compactors and bins
 - 2) Stored equipment or manufactured items
 - 3) Storage tanks and pumps
 - 4) Loading and truck service areas
 - 5) Shipping and receiving dock doors must blend with the architecture of the building they serve and shall not front public streets.

5. Residential Screening Wall Requirement

- a. Masonry screening walls shall be required in all residential subdivisions platted after the adoption of this ordinance with rear or side yards adjacent to arterial or collector streets identified on the Thoroughfare Plan.
- b. The screening walls shall be located within a ten-foot (10') wide landscape/screening wall easement adjacent to the street right-of-way.
- c. The screening walls shall be constructed of double wall brick or thin wall brick. Thin wall columns are to be spaced no greater than twelve feet (12') on center. The brick shall be clay-fired brick of natural colors.
- d. A combination of brick or stone masonry and decorative metal/iron wall with brick or stone detailing may be used to create a change in plane or texture at locations adjacent to the side yards in front of the building line. Columns shall be constructed of brick or stone and centered no more than twenty-five feet (25') on center. Metal tubing may be painted with epoxy paint, the color of which to be approved by the City.
- e. Required wall heights, measured at the spans between columns, shall be a minimum of six feet (6') in height and a maximum of eight feet (8') in height from natural grade.
- f. All screening wall plans and details shall be approved and sealed by a licensed civil or structural engineer
- g. The screening wall shall be constructed and completed prior to the release of any building permits within the subdivision. If screening wall construction is under way at the time of final acceptance of the infrastructure, then ten percent (10%) of the building permits may be released by the City Manager or his designee.

6. Special Districts Design Requirements

Special Districts are created in conjunction with the base zoning districts such as a historic downtown or a new town center. These districts are created to promote special design standards to transform the area into a historic focal point of the City with the character of a small Texas town of the early 1900's; or to create a new mixed use town center. The additional standards set forth in these districts will ensure design consistency in both the redevelopment of existing structures and in new developments. A greater development intensity is usually permitted as a result of the coordinated review requirements and special development standards. The following additional standards are required in the Special Design Districts:

Sidewalks- All sidewalks on the main thoroughfares shall be a minimum of 6 feet in width and shall be constructed of brick pavers in the same design, pattern and color designated by the City. Properties with existing concrete sidewalks shall upgrade the sidewalk with brick pavers in the manner

described above when any building additions are proposed or when remodeling existing buildings at a cost of twenty-five percent (25%) or more of the appraised value as determined by the Appraisal District. Sidewalks in the Neighborhood streets within the district shall be six feet (6') in width and constructed of concrete with a two-foot (2') wide band of pavers spaced every ten feet (10'). Paver's band shall resemble the brick paver sidewalks along the main thoroughfares.

Driveways- A ten-foot (10') band of pavers, consistent in color and design with the approved specifications, shall be provided in crosswalks and entry drives.

Signs- Sign material shall consist of a brick sign wall and cast stone cap and sign panel. Individual letters shall be pin mounted or carved into the stone. Color and material shall be specified in a detail provided by the City.

Fences- Wood fences are prohibited in Special Districts. All fencing and walls shall be of brick, stone, or ornamental metal with evergreen landscaping or a combination thereof. The screening wall requirements shall be in accordance with the provisions of this Ordinance

Columns- A solid three-foot (3') evergreen hedge and brick columns with stone caps shall screen all parking adjacent to streets, thirty feet (30') on center, in accordance with specifications approved by the City.

7. VARIANCES

Exceptions to this ordinance requirements may be considered by the Zoning Board of Adjustment or the City Council, as applicable, based only on the following:

- Architectural design and creativity.
- Compatibility with surrounding developed properties.
- Architectural variances may be considered for, but not limited to, Queen Anne, Victorian, English Tudor, Italian Villa, or Log designs.

The City Council, upon application duly filed by the applicant and after the public hearing, may grant a variance from the terms of this ordinance and the requirements set forth herein up on affirmative vote of the majority of the city council members present and voting on such variances. The application for a variance shall set forth in specific language the grounds or reasons upon which such a variance request is being made.

In granting any variance, the City Council shall determine that a literal enforcement of the regulations will create an unnecessary hardship or practical

difficulty on the applicant, that the situation causing the unnecessary hardship or practical difficulty is unique to the affected property and is not self imposed, that the variance will not injure and will be wholly compatible with the use and permitted development of adjacent properties, and that the granting of the variance will be in harmony with the spirit and purpose of the ordinance.

The terms and conditions of the variance, if granted, shall be noted in the minutes of the meeting or be adopted by a resolution of the City Council. In the event that a variance application is denied by the City Council, no other variance of like kind shall be considered or acted upon by the City Council upon the same building or proposed building for a period of six (6) months subsequent to said denial.

NOTICE REQUIREMENT

The notice requirement for variances to this ordinance shall be the same as the notice of a zoning change within the jurisdiction in accordance with the Local Government Code, Section 212.

APPLICATION FEE

At the time the variance application is filed with the City Secretary, the applicant shall pay a fee of \$500 to defray costs of handling and processing the application and this fee shall not be refundable regardless of the disposition of the application.

NONCONFORMING BUILDINGS

Where a lawful building exist at the effective date of the adoption or amendment of this ordinance and said building could not be built under the terms of this ordinance, it may continue so long as it remains lawful, subject to the following provisions:

- a. Such a building may not be enlarged by more than 25 percent (25%) of its existing foundation footprint unless the entire building is brought into conformity of this ordinance
- b. The exterior walls of such a building may not be modified, altered, or enlarged in a way which increases its nonconformity unless the modification, alteration, or enlargement is in conformity with the provisions of this ordinance.
- c. Should a building be destroyed by any means to an extent of more than fifty percent (50%) of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with the provisions of this ordinance

Section 3: Any person, firm or corporation, who violates, disobeys, omits, neglects, or refuses to comply with, or who resist in the enforcement of any of the provisions of this ordinance shall be fined not more \$1,000.00 for each offense. Each day that a violation exists shall constitute a separate offense. The penalty should not be construed as exclusive, and the City hereby provides that any other remedy available to it, in law or in equity, is not intended to be, and is not, foreclosed by the provision of such penalty.

Section 4: That, all other ordinances in conflict herewith are hereby repealed.

Section 5: That, if any section, paragraph, clause, phrase, or provision of this ordinance shall for any reason be held invalid or non-enforceable, the validity of such section, paragraph, clause, phrase, or provision shall not affect any of the remaining provisions of this ordinance.

Section 6: That, this ordinance supersedes all ordinances or parts of ordinances in conflict with the provisions stated herein.

Section 7: That, the City secretary is hereby authorized and directed to cause publication of the descriptive caption of this ordinance.

Section 8: That, this ordinance shall become defective upon its adoption and publication provided by law.

AS IT IS SO ORDAINED.

Passed and approved by a vote of _____ on this _____, 2010.

By: _____
Mayor

Attest: _____
City Secretary

Approved as to Form and Legality

City Attorney

