

AGENDA
SNYDER CITY COUNCIL REGULAR MEETING
OCTOBER 3, 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/CITIZENS FORUM:

V. MINUTES:

1. Consider And Act On Approval Of The Minutes Of The Regular Council Meeting September 12, 2016.(Pages 1-6)

Documents:

[MIN160912.PDF](#)

2. Consider And Act On Approval Of The Minutes Of The Building Standards Commission Meeting September 12, 2016.(Page 7)

Documents:

[MIN 160912 BSC .PDF](#)

VI. BIDS:

1. Consider And Act On Approval Of The Purchase Of 3 Yard & 4 Yard Side Load Containers From WASTEQUIP Through HGAC For \$99,989.(Pages 8-10)

Documents:

[SIDE LOAD CONTAINERS.PDF](#)

VII. OLD BUSINESS:

1. Consider And Act On Adoption On Second Reading Ordinance No. 2041 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 11-29)

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:

[ORD 2041.PDF](#)

2. Consider And Act On Adoption On Second Reading Ordinance No. 2042 Amending Ordinance No. 208 Clarifying The Language Of Using Or Furnishing Water Without Permission As Captioned Below:(Pages 30-31)

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:

[ORD 2042.PDF](#)

3. Consider And Act On Adoption On Second Reading Ordinance No. 2043 Granting Oncon An Electric Power Franchise As Captioned Below:(Pages 32-37)

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:

[ORD 2043.PDF](#)

4. Consider And Act On Adoption On Second Reading Ordinance No. 2044 Regulating The Parking, Storage, And Occupancy Of Recreational Vehicles As Captioned Below:
(Pages 38-41)

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:

[ORD 2044.PDF](#)

VIII. NEW BUSINESS:

1. Consider And Act On Approval Of Resolution 161003 Appointing Two New Board Of Directors To The Tax Increment Financing Reinvestment Zone Number One As Captioned Below:(Pages 42-43)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNYDER, TEXAS, APPOINTING TWO NEW MEMBERS TO THE BOARD OF DIRECTORS OF TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE (TIF #1), CITY OF SNYDER, TEXAS, APPOINTING ONE MEMBER OF THE BOARD TO SERVE AS CHAIRMAN, AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH BOARD.

Documents:

[R161003.PDF](#)

2. Consider And Act On Approval The Emergency Management Finance Annex For The City Of Snyder.(Pages 44-103)

Documents:

[EMERGENCY FINANCE ANNEX.PDF](#)

3. Consider And Act On Approval The Revised Chapter 380 Economic Development Agreement Between The City Of Snyder And Power Sky Capital LLC.(Pages 104-117)

Documents:

[REVISED CHAPTER 380.PDF](#)

4. Consider And Act On Approval Of Appointment Of A New Board Member To The Development Corporation Of Snyder Board Of Directors.
5. Discussion Regarding Code Study And Building Evaluation Of Snyder City Hall Prepared By Jacob & Martin.(Pages 118-134)

Documents:

[CODE STUDY AND BUILDING EVALUATION.PDF](#)

6. Discussion Regarding Phase III Water Line Improvements. (Pages 135-138)

Documents:

[PHASE III WATER LINE IMPROVEMENTS .PDF](#)

7. Discussion Regarding Solar Power Proposals.(Pages 139-246)

Documents:

[REQUEST FOR PROPOSALS.PDF](#)

IX. INFORMATION:

1. Monthly Personnel Report.(Page 247)

Documents:

[PERSONNEL REPORT 161003.PDF](#)

2. Next Regular Council Meeting Is November 7, 5:30 P.m.; Building Standards Commission Meeting Is November 7, 4:30 P.m.

X. ADJOURNMENT:

1. Consider Motion To Adjourn.

MINUTES OF THE REGULAR COUNCIL MEETING

CITY OF SNYDER

SEPTEMBER 12, 2016

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

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

And the following absent:

Councilmember Steve Highfield

ITEM I. INVOCATION:

The invocation was given by Tom Strayhorn.

ITEM II. RECOGNIZE EMPLOYEE OF THE MONTH:

Mayor Tony Wofford recognized Tammy Cooley as employee of the month.

ITEM III. RECOGNIZE VISITORS:

Mayor Tony Wofford recognized the following visitors:

Ben Barkley, Snyder Daily News; Linda Molina, Snyder Chamber of Commerce; Bill Lavers, Development Corporation of Snyder; Sue Mercer, Oncor; Bob McCarter, Snyder; Ericka Dowds, CEO Boys & Girls Club; Sheila O'Quin, Boys & Girls Club; Jordyn Medrano, Boys & Girls Club; Jocelyn Martinez, Boys & Girls Club; Jada James, Boys & Girls Club; Kinsey Kelley, Boys & Girls Club; Ezna Alamez, Boys & Girls Club; Sylvia Martinez, Boys & Girls Club; Analy Rodriguez, Boys & Girls Club; Zanyia James, Boys & Girls Club; Jada Pace, Boys & Girls Club; Scarlett Fuentes, Boys & Girls Club; Auerrie Johnson, Boys & Girls Club; Viviana Vasquez, Boys & Girls Club; Madison Garza, Boys & Girls Club; Iyndsoy Davis, Boys & Girls Club; Makenah Shoret, Boys & Girls Club; Ryleigh Tinkler, Boys & Girls Club.

ITEM IV. VISITORS/CITIZENS FORUM:

No Discussion.

ITEM V. MINUTES:

1. Councilmember Steve Rich made the motion to approve the minutes of the Special Council Meeting, August 15, 2016.

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

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

ITEM VI. BIDS:

1. Councilmember Vernon Clay made the motion to award the depository bid to Aim Bank.

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

Ayes: All members present voted yes.

Noes: None.

ITEM VII. NEW BUSINESS:

1. Councilmember Tom Strayhorn made the motion to vote for all incumbents Mary Gauer Place 6, C.J. Wax Place 7, Larry Melton Place 8 and Andres Garza Place 9 for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees.

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

Ayes: All members present voted yes.

Noes: None.

2. Councilmember Rodney Dupree made the motion to vote for uncontested candidate David Riley for the Texas Municipal League Intergovernmental Employee Benefits Pool Board of Trustees.

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

Ayes: All members present voted yes.

Noes: None.

3. Councilmember Steve Rich made the motion to approve Resolution R160912A reviewing the City's investment policy as captioned below:

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

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

Ayes: All members present voted yes.

Noes: None.

4. Councilmember Rodney Dupree made the motion to approve Resolution R160912B designating Snyder Daily News as the official newspaper for the City of Snyder as captioned below:

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

The motion was seconded by Councilmember Vernon Clay and passed with the following vote:

Ayes: All members present voted yes.

Noes:None.

5. Councilmember Steve Rich made the motion to approve on first reading Ordinance No. 2041 regarding changes in the Utility Ordinance to clarify the 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:

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.

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

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

6. Councilmember Vernon Clay made the motion to approve on first reading Ordinance No. 2042 amending Ordinance No. 208 clarifying the language of using or furnishing water without permission as captioned below:

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.

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

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

7. Councilmember Steve Rich made the motion to approve on first reading Ordinance No. 2043 granting Oncor an Electric Power Franchise as captioned below:

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 ASSIGN, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

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

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

8. Councilmember Steve Rich made the motion to approve on first reading Ordinance No. 2044 regulating the parking, storage, and occupancy of recreational vehicles as captioned below:

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; AND PROVIDING AN EFFECTIVE DATE.

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

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

9. Councilmember Vernon Clay made the motion to approve the Chapter 380 Economic Development Agreement between the City of Snyder and Power Sky Capital, LLC.

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

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

10. Councilmember Vernon Clay made the motion to approve the City of Snyder's purchasing procedures changing the limit from \$250 to \$1000.

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

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

11. Discussion of proposed Ordinance regarding exterior construction requirements for residential and non-residential construction. – The Council discussed a proposed masonry ordinance that would affect residential and non-residential construction. Councilmember Steve Rich stated he wanted to include the discussion to help beautification efforts on College Avenue and 25th Street. The Council discussed making the masonry ordinance focus on businesses instead of residential. Existing buildings will be grandfathered into any ordinance adopted. However, if a business remodels, it will have to meet the new standards.

12. Councilmember Steve Rich made the motion to allow City staff to receive sealed bids for selling the house sitting on the property located at 2301 Avenue T to be moved.

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

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

13. Councilmember Rodney Dupree made the motion to appoint Steve Rich as Chairperson for the Building Standards Commission Board.

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

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

14. Councilmember Luann Burleson made the motion to appoint Rodney Dupree as Vice-Chairperson for the Building Standards Commission Board.

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

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

15. Councilmember Steve Rich made the motion to appoint Steve Highfield as Secretary for the Building Standards Commission Board.

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

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

ADDENDUM ITEM

16. Councilmember Rodney Dupree made the motion to approve the appointment of Dennis Westmoreland to the Development Corporation of Snyder Board of Directors.

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

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

The second board member will be appointed next month.

ITEM VIII. EXECUTIVE SESSION: Time – 6:34 p.m.

Council may act in Open Session on the following item:

1. Consultation with Attorney. (Section 551.071 Texas Government Code.) Regarding EOC Claim # 846-2016-13898

ITEM IX. RECONVENE IN OPEN SESSION: Time – 7:05 p.m.

1. No action taken regarding EOC Claim # 846-2016-13898.

ITEM X. INFORMATION:

1. Monthly personnel report.
2. Next Regular Council Meeting is October 3, 5:30 p.m.; Building Standards Commission Meeting October 3, 4:30 p.m.

ITEM XI. ADJOURNMENT:

1. Councilmember Luann Burleson made the motion to adjourn.

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

Ayes: All members present voted yes.

Noes: None.

The meeting was adjourned at 7:12 p.m.

Mayor

ATTEST:

City Secretary

Approved: October 3, 2016.

Minutes for the Snyder Building Standards Commission Meeting
September 12, 2016

Members attending: Luann Bureson, Tom Strayhorn, Mayor Tony Wofford, Steve Rich, and Rodney Dupree.
Also in attendance: Attorney Bryan Guymon and City Manager Merle Taylor.
Members absent: Steve Highfield and Vernon Clay.

Chairperson Steve Rich called the meeting to order at 5:02 p.m.

ITEM I. OLD BUSINESS:

- I. Discussion and action related to 1305 24th Street. – City Inspector Dan Hicks provided the commission with an update and recommended the property no longer be brought before the commission. He does not think the property can be declared a nuisance and recommended allowing the property owners to complete work at their own pace. Dan Hicks stated the home is secure, has a new roof, and all plumbing work has been complete. The property still needs electrical work and sheetrock to be installed but due to financial circumstances very little progress has been made.

Luann Bureson made the motion to follow the staff's recommendation and allow the property owners to complete repairs to the property at their own pace and the property will no longer be brought before the commission for review.

The motion was seconded by Rodney Dupree.

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

ITEM II. ADJOURNMENT:

1. Rodney Dupree made the motion to adjourn.

The motion was seconded by Tony Wofford.

All members present voted yes.

The meeting was adjourned at 5:06 p.m.

Chairperson

Secretary

September 27, 2016

Merle Taylor

SIDE LOAD CONTAINERS

We recommend the purchase of the side load containers from WASTEQUIP through HGAC.

Quote Number – WQ-10026752
Contract No. RH08-14

157 - 3 cubic yard side load containers	\$ 86,821.00
12 - 4 cubic yard side load containers	7,068.00
<u>Shipping</u>	<u>6,100.00</u>
Total	\$ 99,989.00

Department 30 – Solid Waste Collection
Amount Budgeted - \$ 100,000.00

Respectfully,



Elias Torres



101 Waldron Drive, Durant, OK, 74701
 PHONE: 580-924-1575 FAX: 580-920-0566
 WQ-10026752

Sell To:

Contact Name Elias Torres
 Bill To Name City of Snyder
 Bill To PO Box 1341
 Snyder, TX 79550-1341
 United States
 Email etorres@ci.snyder.tx.us
 Phone (325) 573-8826

Ship To Name City of Snyder
 Ship To 1111 37th St.
 Snyder, TX 79549
 United States
 Customer Job Reference H-GAC Contract No. RH08-14

Quote Information

Salesperson Olivia Ramirez
 Salesperson Email oramirez@wastequip.com
 Salesperson Phone (800) 242-0122

Created Date 9/22/2016
 Expiration Date 10/6/2016
 Quote Number WQ-10026752
 Please Reference Quote Number on all Purchase Orders

Model	Product Description	Description	Quantity	Sales Price	Total Price
2-1137	3 CY Side Load Container w/ 2 pc lid installed - lift attachment not included and must be selected as an option.	HGAC - GC42 PAINTED EMCO TAN	157.00	\$467.00	\$73,319.00
2-1139	4 CY Side Load Container w/ 2 pc lid installed - lift attachment not included and must be selected as an option.	HGAC - GC43 PAINTED WASTE GREEN	12.00	\$503.00	\$6,036.00
SLEMCO	Emco Lift Attachment, Installed	HGAC - GC46	169.00	\$56.00	\$9,464.00
SLLID3	3 Piece Lids, Installed	HGAC - GC47	169.00	\$30.00	\$5,070.00

Payment Terms Net 30 Days if credit has been established
 Shipping Terms FOB Origin

Subtotal \$93,889.00
 Shipping and Handling \$6,100.00
 Tax \$0.00
 Grand Total \$99,989.00

Special Instructions

Special Instructions Pricing per HGAC contract.
 Quote does not include applicable taxes.

Additional Information



101 Waldron Drive, Durant, OK, 74701

PHONE: 580-924-1575 FAX: 580-920-0566

WQ-10026752

Additional Terms Our quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms and Conditions, including our limited warranties, the terms of which are incorporated herein by reference, which constitutes the entire agreement between the parties. The Wastequip Terms and Conditions are available on our website at: <http://www.wastequip.com/terms-conditions.cfm>

Pricing is based on your anticipated Order, including product specifications, quantities and timing - any differences to your order may result in different pricing. Due to volatility in petrochemical, steel and related product material markets, actual prices, as well as freight, are subject to change and will be confirmed prior to acceptance of an Order. Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variations and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this quotation may not include all applicable taxes, brokerage fees or duties.

Wastequip, Toter, Galbreath, Cusco, Accurate, Mountain Tarp, Pioneer, and Parts Place are registered trademarks, trade names and subsidiaries of Wastequip, LLC.

Additional Information Due to extremely volatile petrochemical and steel markets, actual prices and freight are subject to change and must be confirmed before acceptance of an order. Above pricing is based on orders placed in the quantities stated above. Orders placed for other than these quantities may be subject to additional freight and cost. Unless otherwise stated, container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes. Actual volume may vary from nominal sizes. This proposal is subject to Wastequip/Toter standard terms and conditions. Quotation does not include any applicable taxes other than those specifically listed on this document.

Special Contract Information Pricing is based on Wastequip's Houston-Galveston Area Council (H-GAC) Contract No. RH08-14 as awarded on August 1, 2014. Per the terms of the contract, pricing may be amended at any time with proper documentation, and subject to H-GAC approval. Pricing may change without written prior notice.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

ORDINANCE NO. 2041

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) 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:

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

- (3) 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

- (4) 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
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

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

Example: 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	Gate fees will be based on what the Transporter is charging the City to dispose of tires.
Light truck tire	
Heavy truck tire	
Off-road machinery tire	
Tubes and liners	

- (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 + over 2,000 gallons consumption	¼ of min. base 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
Apartments 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
Apartments 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
Commercial

\$250.00 Deposit

\$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. 2042

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

ORDINANCE NO. 2043

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 a 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.
3. 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. 2044

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.

RESOLUTION R161003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNYDER, TEXAS, APPOINTING TWO NEW MEMBERS TO THE BOARD OF DIRECTORS OF TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE (TIF #1), CITY OF SNYDER, TEXAS, APPOINTING ONE MEMBER OF THE BOARD TO SERVE AS CHAIRMAN, AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH BOARD.

WHEREAS, on November 4, 2013 pursuant to Chapter 311 of the Texas Tax Code Annotated (Vernon 2002), the City Council of the City of Snyder adopted Ordinance No. 1091 which designated an area as Tax Increment Financing Reinvestment Zone Number One (TIF #1), City of Snyder, Texas and established a Board of Directors for the Zone; and

WHEREAS, Section 4 of the Ordinance provides that the Board of Directors for the Zone shall consist of five members appointed by Resolution of the City Council of the City of Snyder, at least two members of which shall represent the Development Corporation of Snyder Inc.; and

WHEREAS, Section 4 of the Ordinance provides that the terms of the members of the Board of Directors shall be two members serving a one year term and three members serving a two year term from October 31, 2013, and that each year the City Council shall designate a member of the Board of Directors to serve as Chairman for a term of one year. After the completion of these initial terms, subsequent members shall be appointed by the governing body of the City and shall serve a two year term.

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

SECTION 1

The two following individuals, who are qualified voters of the City of Snyder, are hereby appointed to the Board of Directors of Tax Increment Financing Reinvestment Zone Number One (TIF #1), City of Snyder, Texas, to serve for a term of two years beginning November 1, 2016 and ending on October 31, 2018.

1. _____
2. _____

SECTION 2

_____ is hereby designated to serve as Chairman of the Board of Directors of Tax Increment Financing Reinvestment Zone Number One (TIF #1), City of Snyder, Texas, to serve beginning November 1, 2016 and ending on October 31, 2017.

SECTION 3

That this Resolution shall take effect immediately from and after its adoption and is accordingly so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SNYDER, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE 3rd DAY OF OCTOBER 2016.

Mayor

ATTEST:

City Secretary



City of

Snyder Texas

Emergency Management

Finance Annex

with

Appendices 1-12

Updated – September-15, 2016

TABLE OF CONTENTS

Approval & Implementation.....	2
Record of Changes.....	3
I Authority.....	4
II Purpose.....	4
III Explanation of Terms.....	4
IV Situation & Assumptions.....	6
V Concept of Operations.....	7
VI Organization & Assignment of Responsibilities.....	8
VII Direction & Control.....	9
VIII Readiness Levels.....	9
Emergency Management Readiness Levels.....	11
IX Administration & Support.....	12
X Additional Provisions.....	12
XI Annex Development & Maintenance.....	12
XII References.....	12
Appendix 1.....	14
Appendix 2.....	17
Snyder Documentation Process (Planning).....	19
Snyder Documentation Process (Finance).....	21
Appendix 3.....	23
Snyder Documentation Process (Logistics).....	24
Logistics Request & Procurement Log Incident.....	25
Appendix 4.....	27
Appendix 5.....	28
Appendix 6.....	29
Appendix 7.....	30
Appendix 8.....	33
Memorandum Agreement.....	34
Appendix 9.....	35
Appendix 10.....	37
Form FHWA-1547 Inspection Form.....	42
Appendix 11.....	43
Appendix 12.....	48
Federal Emergency Management Agency Project Worksheet.....	50
Force Account Summary Records.....	53
Instructions for Force Account Labor Record Summary.....	54
Instructions for Force Account Equipment Summary Record.....	56
Instructions for Force Account Materials Record Summary.....	57
Instructions for Force Account Rented Equipment Summary.....	58

*All FEMA forms can be located at:

https://www.fema.gov/media-library-data/20130726-1922-25045-7047/ics_forms_12_7_10.pdf

FINANCE

I. AUTHORITY

Federal procurement standards are covered in the revised OMB Circular A-102 and 44 CFR part 13. Texas Government Code (to include 418.016 suspension of certain laws and rules, 418.074 acceptance and allocation of gifts and grants, 418.107 local finance, 418.1075 suspension of deadlines imposed by local law, 418.118 reimbursement of costs: state request or federal disaster declaration, 418.1181 reimbursement of costs: [mutual aid] request by local government entity, 418.126 prevent disaster response contracts, 418.152 compensation for services and property, 418.153 compensation claims, Texas Government Code 252.021 emergency purchasing power, Texas Administrative Code Title 37, Part 1, Chapter 7. City of Snyder Charter and applicable ordinances and policies.

II. PURPOSE

This annex is for use in preparing for cost recoveries related for all disasters, emergencies and major events. The information contained is applicable to all declared disasters and emergencies by local, state, or federal authorities. It outlines the process for emergency expenditures and accounting functions including maintaining an audit trail, billing, paying invoices, and documenting labor, materials, and services used during incident activities as well as providing record keeping and facilitating cost reimbursements to maximize the ability to recover financially. Depending on the nature and location of the incident or event, the City will submit reimbursement documentation to one or all of the following: Insurance provider, Responsible Party (RP), Mutual Aid partner, event host, Texas Forest Service (TFS), Texas Division of Emergency Management (TDEM), the Federal Emergency Management Agency (FEMA.), the Federal Highway Administration (FHWA), or any other Federal and State agencies providing assistance.

III. EXPLANATION OF TERMS

A. Acronyms

ADA	American Disability Act
BMT	British Maritime Technology
CAD	Computer Aid Design
CFO	Chief Financial Officer
CPI	Consumer Price Index
DDC	Disaster District Committee
DDIR	Detailed Damage Inspection Report
DR	Disaster Recovery
EMC	Emergency Management Coordinator
EMTF	Emergency Medical Task Force
EOC	Emergency Operations Center
ER	Emergency Relief
FEMA	Federal Emergency Management Agency

FHWA	Federal Highway Administration
FIP	Flood Insurance Program
FY	Fiscal Year
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
IMT	Incident Management Team
INS	Insurance
MAA	Mutual Aid Agreements
MOA	Memorandums Of Agreement
MOU	Memorandums Of Understanding
NEPA	Nation Environmental Policy Act
NIMS	National Incident Management System
OP	Operational Period
OSHA	Occupational Safety Health Agency
OTH	Over Time
PA	Public Assistance
REG	Regular Hours
RTA	Ron Turley Associates (Fleet Management)
SOC	State Operations Center
SOG	Standard Operating Guidelines
SOP	Standard Operating Procedures
SOV	Share of Voice
STAR	State of Texas Assistance Request
TDEM	Texas Division of Emergency Management
TFS	Texas Forest Service
TIFMAS	Texas Intrastate Fire Mutual Aid System
TTF1	Texas Task Force 1
TXDOT	Texas Department of Transportation
UC	Unified Command
PW	Project Worksheet
PWL	Public Works Local
RP	Responsible Party

B. Definitions

1. **Incident** – Refers to any and every type of man-made disaster, natural disaster, terrorist attack, civil unrest, mass gathering, and any other unusual event or occurrence that requires activation of the Emergency Operations Center. Such events tend to disrupt or threaten to disrupt normal operations of city government or community life, and may require resources beyond those normally available to the City.
2. **Incident Action Plan** - An oral or written plan containing general objectives reflecting the overall strategy and tactics for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide

direction and important information for management of an incident during one or more operational periods.

3. Pass-through Entity - means a non-Federal entity that provides a sub-award to a sub-recipient to carry out part of a Federal program. NOTE: many States and State Administrative Agencies will be considered "pass-through entities" under the, new regulation.
4. Recipient - meaning a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include sub-recipients. NOTE: the term "recipient" replaces the term "grantee."
5. Sub-recipient - meaning a non-Federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A sub-recipient may also be a recipient of other Federal awards directly from a Federal awarding agency. NOTE: The term "sub-recipient" replaces the term "sub-grantee."

IV. SITUATION & ASSUMPTIONS

A. Situations

The City of Snyder OEM has an Emergency/Disaster program involving many different departments, as well as public, industrial, business and private entities. During an emergency the City may have the need to obtain a variety of goods, equipment, or services that will require unbudgeted expenditures. Since disaster situations can occur with or without warning, it is essential that a financial tracking procedure be created and maintained to meet the needs of the City. This procedure should document incident or event related expenditures, and promote fiscal accountability to maximize opportunity for state or federal reimbursements when warranted.

B. Assumptions

1. A well —developed and executed financial system is essential for tracking the amount and types of emergency expenditures incurred during an incident. Proper documentation will ensure the City receives adequate reimbursement for expenses incurred.
2. City Fiscal year or budget year runs from October 1 to September 30. Emergency Procurement spanning that timeline will have to be accounted for appropriately.
3. In an event or incident large enough to activate a finance section, it is understood that the EOC will be active and the EMC potentially will be part of UC or serving as the IC.
4. If an incident under this sub-chapter is eligible for state or federal funds, the City shall seek reimbursement from the designated agencies of the state or federal government for

the reasonable costs incurred in cleanup operations, including but not limited to costs of personnel, equipment, the use of equipment, and supplies and restoration of land and aquatic resources held in trust or owned by the City.

V. CONCEPT OF OPERATIONS

A. General

1. During an incident, all physical resources within the City of Snyder, whether publicly or privately owned, will be utilized when deemed necessary by the Mayor.
2. The City of Snyder assumes no financial or civil liability for the use of publicly or privately owned resources; however, accurate records will be maintained for possible reimbursement from State, Local, or Federal entities.
3. Emergency purchasing procedures will be established and records maintained of expenditures for goods, services, and personnel.
4. During and after an incident each department head will maintain proper documentation of expenditures. If additional equipment, personnel, and material are required, those requests will be filtered through the Emergency Management Director (Mayor), the Emergency Management Coordinator (EMC) or designee for approval.
5. When emergency expenditures are incurred, forms included in this annex will be completed and copies forwarded to the City Emergency Management Office for specific processing.
6. When the EOC is activated, all incidents related expenditures will be submitted through the EOC or EOC Logistics section if established.

B. Phases of Management

1. Mitigation
 - a. Develop an emergency financial procedure consisting of specific categories with pre-assigned Project Worksheet numbers and assigned account numbers for the use of the appropriate department towards obtaining reimbursement of expenses.
 - b. The Finance Director, with support of Emergency Management and the Finance Staff, will develop and implement a specific emergency financial program.
 - c. Train personnel responsible for meeting the requirements of the program to properly provide adequate information for the accounting process.
2. Preparedness
 - a. Ensure that individuals using City emergency funds are authorized to do so.
 - b. Ensure all individuals with the authority to use funds in an emergency have been properly trained on the financial process and requirements outlined in this annex.
 - c. Ensure that personnel have copies of the correct paperwork that will be used to

- document emergency expenditures.
 - d. Ensure that all department heads and division managers responding to the incident are aware of their responsibility for the completion of state/federal required documentation as appropriate.
3. Response
- a. The Finance Section consisting of the Chief Financial Officer, Finance Director, Deputy Section Chief, as well as Procurement, Cost, Time, and Claim Unit Leaders will be familiar with the Emergency Management Plan and this Annex, provide information and input relative to the accounting aspects of emergency expenditures.
 - b. Establish and maintain any and all records pertaining to expenditures before, during, and after an incident.
 - c. In the event an incident requires emergency funds, members of the Finance Section as required should report to the EOC.
 - d. Ensure that copies of all forms are sent to the City Emergency Management Office and/or Documentation Unit as soon after the incident as possible.
 - e. Ensure photographs are submitted supporting claims and documenting areas to the extent feasible.
 - f. Keep damaged equipment and parts for review and inspection by external damage assessment teams.
 - g. Initiate a separate Project Worksheet (PW) immediately on each facility and /or project.
 - h. Recovery
 - i. Document all emergencies or disaster work so that proper claims can be made for appropriate reimbursement.
 - j. Establish a file for each Project Worksheet (PW) and maintain copied documents such as invoices, pictures, purchase orders, contracts, and corresponding check numbers. Include in the file a summary or worksheet itemizing total cost. Equipment use must have a rate schedule — either a FEMA rate or approved City rate schedule on file.
 - k. Complete records and cost documents for all approved work must be maintained for at least three years from the date of final payment or until audit is completed, whichever is longer.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

A. General

The Finance Section is responsible for providing financial services for the incident. Services will be provided by the appropriate member(s) of the Finance Section as soon as activated and until the project is closed. Documentation will then be submitted to Documentation Unit and maintained for a period of three years after receiving final payment or until audit is completed, whichever is longer.

B. Finance Section Assignments

Tasks will be assigned to the staff of the Finance Section LAW based on standard ICS precepts.

Refer to attached appendices and associated job aids and checklists for specific duties and responsibilities.

C. Departmental Assignments

Individual departments will support financial accountability through:

1. Assigning an appropriate number of Time Monitors and Time Keepers to properly account for personnel activity reports.
2. Ensuring any event/incident related resource request is facilitated through the EOC or Logistics Section once activated
3. Provide timely documentation to the Finance Section as required in the annex and associated appendices

VII. DIRECTION & CONTROL

A. General

1. General management of incident operations is provided by the Emergency Management Director (Mayor) and the Emergency Management Coordinator.
2. The Emergency Management Coordinator in accordance with IC/UC and/or Department Directors will determine the personnel to be called for duty during emergency operations.

B. Line of Succession within the Finance Section

1. Finance Director
2. Chief Financial Officer
3. Cost Unit Leader

VIII. READINESS LEVELS

A. Level IV — Routine Readiness

See the mitigation and preparedness activities in paragraphs V.B.1 and V.B.2 on page 7.

B. Level III - Increased Readiness

1. Monitoring the situation and consider situation briefings for senior staff.
2. Alert key personnel, determine personnel availability, and update time monitor and time keeper call lists.

3. Conduct appropriate time monitor and time keeper training for all departments.
4. Review plans and procedures and update them, if necessary.

C. Level II - High Readiness

1. Activate applicable personnel and make preliminary assignments. Identify personnel to increase staffing, as required.
2. Identify equipment that may be needed, and stage or place on standby.
3. Identify personnel to staff the EOC and ICP when activated.
4. Prepare to implement inter-local agreements, emergency contracts, and personnel accountability and payroll measures.

D. Level I - Maximum Readiness

1. Mobilize selected or additional Finance Section personnel.
2. Upon declaration of the steps of increased readiness conditions, the Finance Section will maintain awareness of the emergency, and initiate related appropriate planning and support steps.
3. Generate Citywide notification that all purchases are required to be facilitated through the Logistics Section or EOC if no Logistics Section is activated.
4. Raise limits of purchases made on procurement cards for personnel assigned to Logistics.

Emergency Management READINESS LEVELS

Green - Readiness Level IV – Normal Conditions

Yellow - Readiness Level III – Increased Readiness

1. Monitor the situation and consider situation briefings for senior staff.
2. Alert key personnel, determine personnel availability, and update staff call lists.
3. Check readiness of all equipment and repair or replace as needed.
4. Check status of supply items and restock as needed.
5. Review plans and procedures and update them, if necessary.

Orange - Readiness Level II – High Readiness

1. Alert personnel of possible emergency duty.
2. Place selected personnel and equipment on standby, as needed.
3. Identify personnel to staff the EOC in the event the facility is activated.
4. Prepare to implement inter-local agreements.

Red - Readiness Level I – Maximum Readiness

1. Mobilize selected departments and personnel.
2. Consider precautionary deployment of personnel and equipment, if appropriate.
3. Dispatch EOC representative(s) to the EOC when activated

IX. ADMINISTRATION & SUPPORT

Administration and support of the Finance Section will be accomplished as established for normal operations of the Finance Department. The Office of Emergency Management will provide general support for emergency activities through the Emergency Operations Center.

The Emergency Management Coordinator, the Chief Finance Officer (CFO) or CFO designee will be responsible for the signing and authorizing the PW's for legitimate expenses and reimbursement reports.

X. ADDITIONAL PROVISIONS

The City Office of Emergency Management will file request for advanced funding and/or a request for Responsible Party, Event Host, State or Federal reimbursement as applicable.

Appeals regarding federal reimbursement requests will be submitted through the EOC and IAW FEMA Guidelines.

The Finance Section Chief will coordinate completion of all necessary quarterly reports and other financial reports as required by the state. The original or a copy will then be submitted to documentation for filing.

The Emergency Management Coordinator, the Chief Finance Officer (CFO) or CFO designee will be responsible for the signing and authorizing the PW's for legitimate expenses and reimbursement reports.

XI. ANNEX DEVELOPMENT AND MAINTENANCE

The Office of Emergency Management will be the official repository of this Annex and will coordinate with the Finance Section Chief to outline methods described herein. The Chief Financial Officer is responsible for prescribing the accounting procedures to be utilized.

XII. REFERENCES

- A. State of Texas Division of Emergency Management, Disaster Recovery Texas Manual.
- B. Title 44, Code of Federal Regulations, Part 206, (44 CFR 206) are the primary FEMA policies and procedures for implementing the Public Assistance Program. The Public Assistance Program is for State and local governments, special districts, school districts, and certain nonprofit organizations.
- C. Texas Division of Emergency Management-T-600 course material.
- D. Stafford Act: Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 100-707) is the authority for FEMA.

E. Sandy Recovery Act: Public Law 113-2 (Pub. L. 113-2, H. R. 152, 127 Stat. 4, enacted January 29, 2013).

F. City Charter

DRAFT

APPENDIX 1

Finance Section Guidelines

INSTRUCTIONS:

Finance Section will file incident documentation in the respective incident folder on the DR share drive.

A temporary fund and project number will be established for a major incident requiring specific expenditures from multiple departments and a declared disaster or other incident. However in an extremely large scale incident, a fund will be established by the CFO or designee and will be used with disaster declaration for long term expenses. All eligible expenditures charged to this fund, including payroll expenditures, must be approved by the Incident Commander or designee **and** the Emergency Management Coordinator or EOC Manager. When activated, the Finance Section Chief is hereby designated as an authorizing official for the IC/UC.

Texas Government Code

- Chapter 102.009 allows a municipality to make an emergency expenditure outside strict compliance with its budget only "in a case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention." This standard is strict and few amendments will meet it, but in cases of severe weather damage or another unforeseeable event, the Council could invoke this authority. Local Government Code 102.010 notes that Council may always make budget amendments for City purposes so long as the total expenditures under the budget are not increased.
- Chapter 252.021 and 252.022 deal with emergency purchasing power. Usually, a municipality must go through certain procedures before purchasing an item or service that costs more than \$50,000. However, there is an exemption for purchases that are "made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the jurisdiction's residents or to preserve the property of the jurisdiction" or "procurement necessary to preserve or protect the public health or safety."
- Chapter 418 provides special finance authority to the chief **elected official** during declared emergencies or disasters to include economic stabilization measures such as price, wage and rent controls, issuance of time warrants for the payment of the cost of any equipment, construction, or improvements, and suspension of selected codes and ordinances.
- Chapter 418.107 provides for financing an emergency management organization and for adjustments to normal financial rules in an emergency, to include ability to render aid to another government entity.

- Chapter 418.1075 authorizes suspension of some financial deadlines in case the City is within a federally declared disaster area and inability to comply with the normal deadlines results from the disaster.

Claims and Compensation Unit:

- ▶ This unit is responsible for reporting and tracking any and all injuries or accidents during incidents or events
- ▶ Damage can be reimbursed, but "fixing someone" (doctor's bills, rehab, etc.) is not.
- ▶ Make sure Finance Section Chief and/or Cost Unit Leader are aware of any accident or injury and the cost associated with it
- ▶ Damaged equipment claims will be tracked using the fleet management software and are coded as to whether or not the damage was a result of recovery activity or regular course of business. A report will then be printed and sent to the Cost Unit for tracking.

Cost Unit:

- ▶ **Hazardous Material or Open Burn Incidents:**
- ▶ Procedures are posted on the DR share drive and in the EOC. Billing is facilitated through the Office of Emergency Management and Central Collections Division of the Finance Department.
- ▶ Major Events
- ▶ Procedures are posted on the DR share drive and in the EOC. Billing is facilitated through the Office of Emergency Management and Central Collections Division of the Finance Department.
- ▶ **State or Federal Disaster Incidents:**
- ▶ All units should be giving costs to the Cost Unit Leader daily.
- ▶ Determine if special reimbursement procedures are necessary based on the incident (i.e. FF1WA or FEMA eligible, Responsible Party, Event Host, etc).
- ▶ Spreadsheet capturing all costs into one summary will be completed to get the daily burn rate.
- ▶ Gather all **backup** information from several units to ensure proper detail is proof for expenses.
- ▶ Disaster related activities must be accounted for separately from normal activities.
- ▶ The cost accounting system must be designed to capture the following information:
 1. Labor hours worked, both regular time and overtime, on disaster related activities, their pay rate, description of the work done and the work location. Salary employees will be paid over time for hours above 90 hours per pay period during a disaster declaration.
 2. Equipment hours, costs and location where equipment is used.
 3. Material from inventory, costs for material and locations where material is used.
 4. Services or material purchased from outside vendors and costs.
 5. Engineering and other technical consultant's services under contracts and costs.
- ▶ Exempt paid staff members who remain in the area to work the Catastrophic Event

will be compensated during the disaster declaration as follows:

1. All exempt paid staff members shall be temporarily reclassified as non-exempt full-time paid staff members during the pendency of the disaster.
2. All exempt full-time paid staff member who is reclassified as a temporary non-exempt full-time paid staff member during the Catastrophic Event shall be paid at their hourly rate of pay according to the requirements of the FLSA for all hours worked during the disaster.
3. The temporary status as set forth in this paragraph shall begin on the date that an emergency is declared and shall continue during the pendency of the emergency and, further until the end of the emergency as determined and declared by the County Judge in the exercise of his/her sole discretion.

Note: The above information is essential to document the City's loss, especially for Category B-Emergency Protective Measures.

▶ **Equipment Use:** If the City uses its own equipment, the following criteria should be noted:

1. Unless it creates a lesser benefit, the City will document equipment use based on an hourly rate versus mileage.
2. The City may use its own equipment rates, as long as these rates do not exceed FEMA published rates.
3. FEMA rates will be the primary standard for equipment billing.
4. If all required factors for a particular FEMA cost code do not meet one category of capability, then use the closest category that does meet the required factors.
5. Texas Intrastate Fire Mutual Aid System (TIEMAS) standard equipment costs will be used as a first alternative when FEMA codes are not available.
6. If a particular piece of equipment does not appear in the current FEMA rate schedule, the Finance Director or Cost Unit Leader will work with OEM and the Public Works Director to generate a reasonable rate based on other sources or standard rental rates. Sources include a combination of standard FEMA equipment rates to cover the capabilities of the asset in question, other State or Federal rate standards, or standard fix rental fees for an asset with similar capabilities.
7. If the asset is owned by the city, the developed cost code will be added to fix the Fleet Database for that unit number. The Cost Codes can be obtained from the Fleet database or from the Fleet Report Spreadsheet and Cost Codes sheet maintained by Emergency Management.
8. FEMA and DEM approval may be requested for rates established before the disaster.
9. Refer to the DR Share Drive (Finance Section) for current rates or Appendix in the EOC.
10. Assure the equipment usage logs can be reconciled to the time sheets for individuals assigned to the equipment (idle or standby time is generally not allowable, although rehab time and certain sheltering time may be).
11. Mobilization and demobilization costs should be considered.

Procurement Unit: Refer to Appendix 3

Time Unit: Refer to Appendix 2

APPENDIX 2

Time Unit

EQUIPMENT AND PERSONNEL CHECK-IN AND DAILY ACTIVITY REPORTS

Any large event or incident shall require personnel accountability system to include initial check-in when arriving for duty. Upon Activation of the EOC, the FEMA form 211e and 211p will be used to record check-in as appropriate. Additionally, each person assigned to the City Operation must complete a Daily Activity Report. One report is required for each operational period.

Operational periods are set by the Incident Commander/Unified Command based on the operational issues and may range from several hours to several months. FEMA rules prohibit reimbursement for work over sixteen hours at one time without significant justification. Unless pre-approved by the Finance Director or CFO and the Finance Section Chief, normal operational periods for EOC activations will be twelve hours.

In large scale incidents, continuity of government and incident related operations become intermingled because of the significant manpower requirements. Only personnel assigned to the incident are necessarily associated with the operational period. However, in emergency scenarios affecting the whole City, there are often requirements for extended 24/7 operations with enhanced staffing which many departments can only provide by recalling additional personnel and splitting them between two shifts each day to provide enough extra personnel to account for surged manpower requirements. This also provides more leeway for mandatory work-rest scheduling as well as coverage for family care requirements, sickness, injuries, etc. Personnel assigned to the incident will not be authorized sleep or rest time unless in formal, justified, and documented rehabilitation requirements or mandatory sheltering as dictated by the IC or EOC. For operations expected to exceed sixteen hours of continuous duty, two shifts providing adequate leadership and services will be identified when pre-planning is possible.

In order to receive reimbursement, the city must be able to show detailed documentation for approved projects. These approved projects will be tracked by the assignment of a Project Worksheet (PW) number to be assigned by the Finance Section. Each approved project will be assigned an individual number.

Payroll and Documentation:

Payroll entry will be accomplished in accordance with Departmental, City and Contractual requirements regardless of operational period, work schedule, or emergency status. A person's activity log (ICS 214) is reflective of his/her support for an operational period, but is not bound by the times established. In other words, the 214 reflects actual payroll hours attributed to one person in support of a particular incident, and will refer to the established operational period supported.

Specialty Payroll Codes:

Special payroll codes have been used to facilitate cost accounting practices. Job code 100 Emergency Management will be activated and all employees will clock in with this code.

- The Finance Department/Section should post payroll codes procedures specific to the incident prior to payroll entries at the end of the operational period.
- City Policy 8.8 (Workers Compensation) addresses on the job injuries.
- City Policy 2.0 (Employee Leave) addresses potential incident impacts on payroll coding.
- City Policy 3.3 (Evacuation/Disaster) addresses overtime pay eligibility for exempt personnel in certain emergencies as well as other specialty pay and work considerations during emergencies or disasters.
- City Policies are available on the City of Snyder web page at ci.snyder.tx.us or in the EOC.

Designated Incidents/Disasters:

- Police Overtime- use Police Disaster code 01 and SP for disaster.
- Civilian Overtime- use C7 for hrs worked on city closure and C6 for city closure not working; use DO for disaster overtime (as identified by Finance in specific event guidance).

Major Events:

- Police Payroll entry (Overtime)- Use Special Event code 07 and SP
- Civilian Overtime- use specialty code 00 and PO for events and. DO for Disaster Overtime

Personnel and Equipment Check-in: (FEMA ICS Form 211e and 211 p)

The sign-in or check-in sheets provide for accountability. All personnel should expect to sign in at the beginning of every shift. AND at every major work location. Barring emergencies, if no sign-in sheet is observed when entering a facility or work site, the members should find one and sign-in before proceeding to duty. This provides accountability to show who is working a specific area, such as an evacuation point, the EOC, a specific department assignment, etc. The "original check- in" box should only be marked once per incident- only the first occasion checked in for that incident regardless of how many days it lasts. This enables the Resource Unit Leader to quickly identify new personnel assigned. However, every time a member arrives to work, leaves, or changes work locations, he/she should sign in and out for accountability. 211's are sent to the Resource Unit regardless of what check-in location is used. They can be sent by runner, by fax, by City or EOC Google email accounts, or through WebEOC depending where the Resource Unit is located.

The check-in logs from both EOC & PW locations will be updated constantly as come and go, and each time a page gets full, it will be sent to the Resource Unit for update. Then the sheet will be forwarded to the Finance Section, Time Unit.

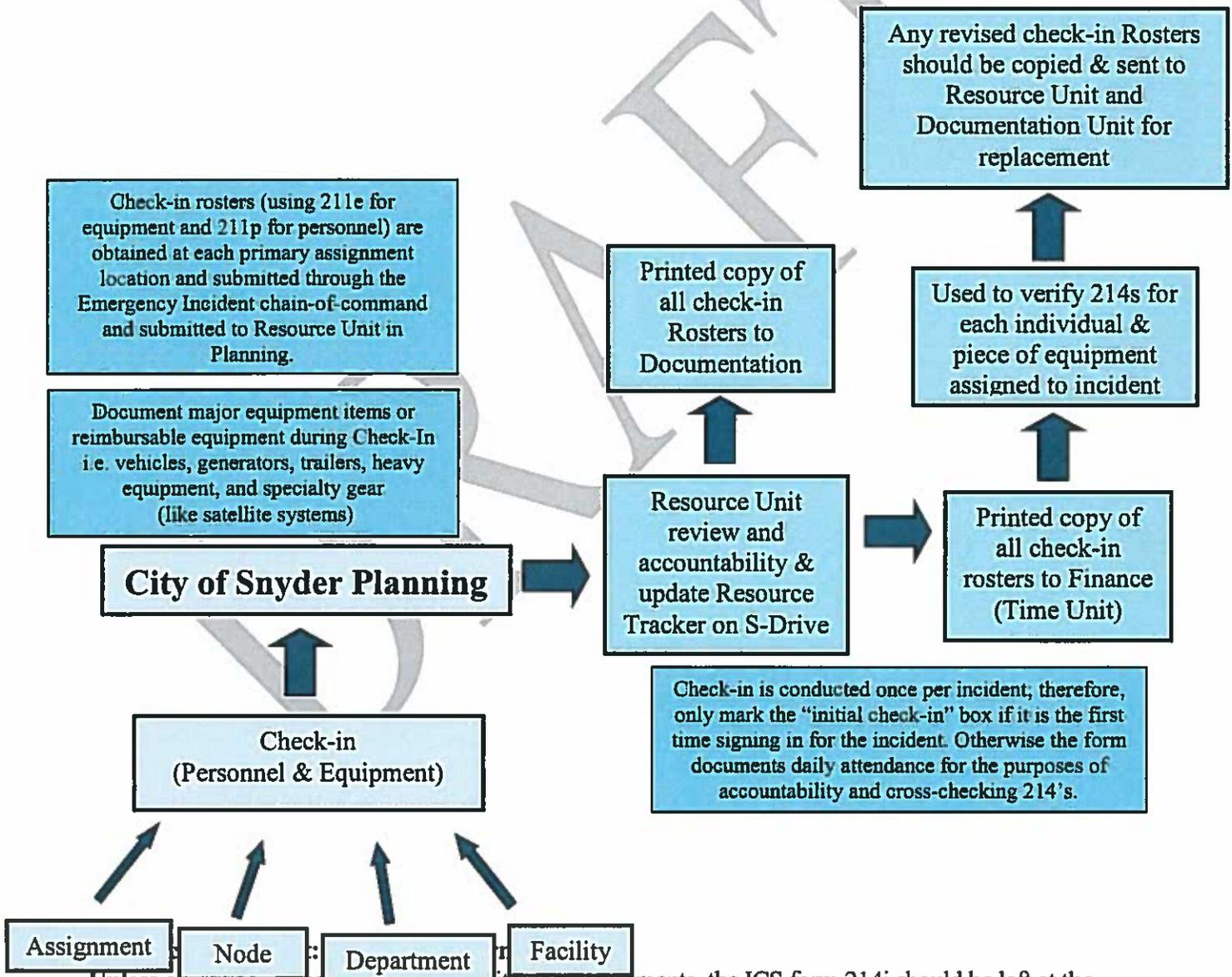
Time monitors noting an activity log reflecting check-in at several different locations should attempt to verify correlation with the appropriate 211s. The Time Unit can also verify the 211s and 214s coincide. The Resource Unit's manpower spreadsheet provides overall incident check in-out times as 'read-only' and provides a good verification resource when 211s cannot be viewed.

- ▶ **211s— Routing will be the same as 214s below**
- ▶ **211p — Personnel Check-In**
 - ▶ **OP- Operational Period designated by IC/UC and/or Emergency Management.**

- ▶ All personnel involved during the designated operational period will *be* required to check-in. (i.e. Daily roster — for accountability)
- ▶ Resource Unit Leader will track all personnel active for the incident/operations
- ▶ 211e — Equipment Check-In
 - ▶ All equipment resources
 - ▶ Use of facility Generators will be documented by or the individual assigned to monitor/manage the assets

Snyder Documentation Process

Resource Sign-In (211p & 211e)



Unless a department has additional requirements, the ICS form 214i should be left at the checkout location used at the end of that person's shift. The activity log should also reflect the

multiple check-in locations at both places and the "in/out" times should match with the 211s from each location.

- ▶ The 214i is YOUR timesheet
- ▶ Only the ORIGINAL will be accepted by the Time Unit
- ▶ Must be submitted before 10 am on the following day
- ▶ Department/Division needs to make copies of 214i's prior to submitting the originals to the Time Unit daily
- ▶ All time should be recorded in military format on the 214i
- ▶ Be specific as to work done and the location (site) of the work.
- ▶ Federal Highway Administration (FHWA) section should only be selected if work is being done that is considered under the FHWA. Special notification will accompany any requirement to complete that section.

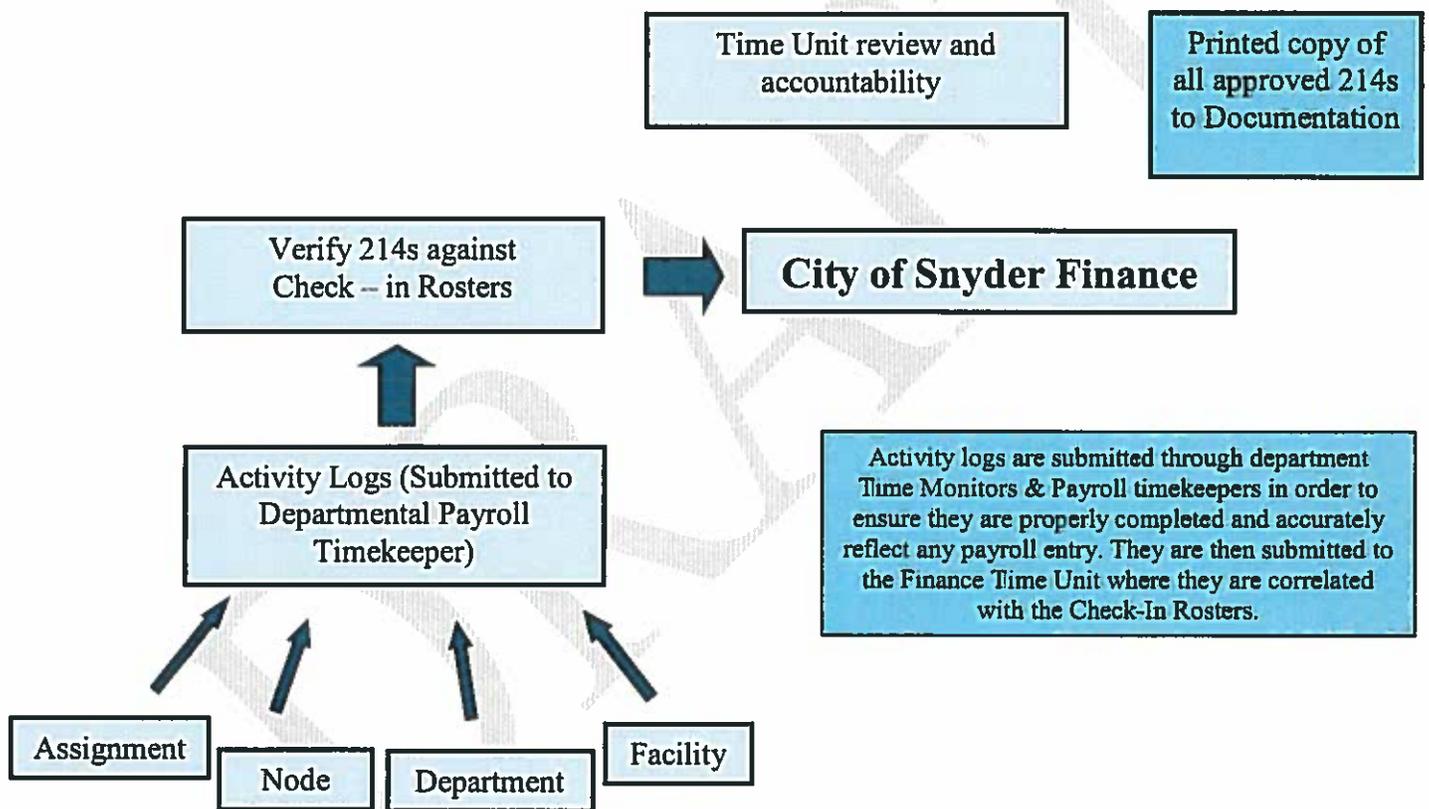
How to fill out a 214i

- All Assigned/Incident-specific Personnel:
 1. Incident Name
Example: "Hurricane Carol"
 2. Operational Period
Date and Time From the date and time when the shift begins.
Date and Time To — the date and time when the shift ends.
Time should be military time (ex: 1700 instead of 5:00 pm)
 3. Individual Name
Last, First name as it appears in Payroll. (ex: Chapman, Tommy)
 4. ICS Section
Put the ICS section you have been assigned to (such as Operations, Finance, etc.)
 5. Home Agency (Dept / Division)
Please provide the name of both the Department and Division (City of Snyder).
 6. Assignment / Location
Assignment activity
 - a. For example: Debris Removal, Evacuee Transporter, Patrol, EMS, etc.
Location — the location of the assignment/check-in point.
 - b. For example: Westbrook, Civic Center, Ford Park, etc.
 7. Resource Assigned Continued
 - a. Record beginning and ending mileage
 - b. Enter a brief description of the equipment
 - c. Enter a brief description of the activity
 - d. The driver/operator is the only person that should claim the equipment
 - e. If multiple pieces of equipment are used, then multiple people can claim the equipment on their forms
 8. Significant Events
- ▶ Check in time — This is the time checked-in supporting the beginning of the operational period
- ▶ Record significant events along with the time for the operational period
- ▶ Give a brief but specific description of events performed. No one- word descriptions

- ▶ Any equipment logged in section 7 should correlate to activities performed in section 8
- ▶ Avoid using terms such as sleeping, standby, sheltering, etc. 00. For Police and Fire, make sure to not use "Clearing roads", instead use "Traffic Control"
- ▶ Check out time — This is the time that the employee was released from duty

Snyder Documentation Process

Resource Sign-In (211p & 211e)



Oversight:

Time Monitor: Initial Reviewer from submitting personnel

- ▶ Collecting 211p and 211e from check-in process

- ▶ Submit a copy to Resource unit and hold until end of shift (submission by email, WebEOC, faxed,
 - ▶ Gmail email
 - ▶ snydereoc@yahoo.com
 - ▶ Fax- 325-573-4040
 - ▶ WebEOC- Planning if WebEOC in use
- ▶ Reconcile 214i with 211p and 211e
- ▶ Ensure 214i activities are commensurate with department and duty assignment
- ▶ Ensure no duplication of equipment between 214s
- ▶ Ensure Driver 214i identifies vehicle information or equipment used
- ▶ Second review verifies timekeeper payroll entry
- ▶ Initials required on each 214i reviewed

Time Keeper: Payroll entry after initial review by Monitor

- ▶ Enter payroll based strictly on 214i after it is reviewed by the Time Monitor for accuracy
- ▶ Ensure appropriate disaster, departmental, or City payroll codes are utilized Po.
- ▶ Print hours proof and return to Time Monitor with 214i

Time Unit:

- ▶ Time Unit Staff (Spreadsheet entry)
- ▶ Time Unit leader (oversight)

Documentation Unit: Upon completion of internal Finance Section Audit, all paperwork will be sent to the documentation unit for filing/archiving.

APPENDIX 3

PROCUREMENT

The State and Federal programs allow the procurement of materials and services by using established procurement procedures if they meet or exceed federal procurement standards. This means, while it is acceptable for the City to use its own system, that procurement system must be within the program requirements.

Procurement Standards

Federal standards are covered in the revised OMB Circular A-I 02 and 44 CFR part 13. These standards are applicable to any procurement expected to exceed \$25,000.

Texas Local Government Code, Chapter 252, and Chapter 418 also cover procurement and provide provisions for emergencies purchases.

City Policies: (Procurement Procedures); (Procurement Card); (Local Bidder Preference); (Federally Debarred and Excluded Parties)

Procurement Procedures

- Upon activation of the EOC, the EOC Manager and/or Finance Section Chief notifies all departments and employees of implementation of standardized ICS form reporting upon checking as well as implementation of City Closure/City Evacuation policy, local disaster declaration, or EM event/incident
- Once the EOC is activated, all incident related purchases will be facilitated through the EOC or logistics section as applicable in reference to the City of Snyder purchasing policy.
- Logistics will check with City Departments, Donation options, Emergency Management resources, and Citywide Fleet resources prior to requesting purchases, rental, or contract activations.
- It is assumed that in the absence of activating a Finance Section and/or Procurement Unit, for an incident or event, the IC/UC or EOC Manager will facilitate the respective duties outlined in this publication.
- Raise limits of personnel assigned to Logistics for Procurement Card purchases as appropriate.
- Credit cards with increased limits for emergency purposes will be issued.
- Equipment Rental is generally preferable for State or Federal reimbursement to purchasing depending on the cost.
- Small purchases will generally require seeking the best price by obtaining three bids/quotes from vendors.
- Noncompetitive negotiation is basically Sole Source procurement. The circumstances acceptable for sole source may be:
 1. The item is available from only one source.
 2. Public emergency and urgency will not permit a delay incidental to competitive bidding.
 3. The federal or state funding agency authorizes it.
 4. Competition is inadequate even though work was competitively bid.
- Methods of Purchase include: Procurement Card; Contract, Purchase Order, Check

Request; MOU/MAA should be secondary accounting since we will get billed over 12 hours;

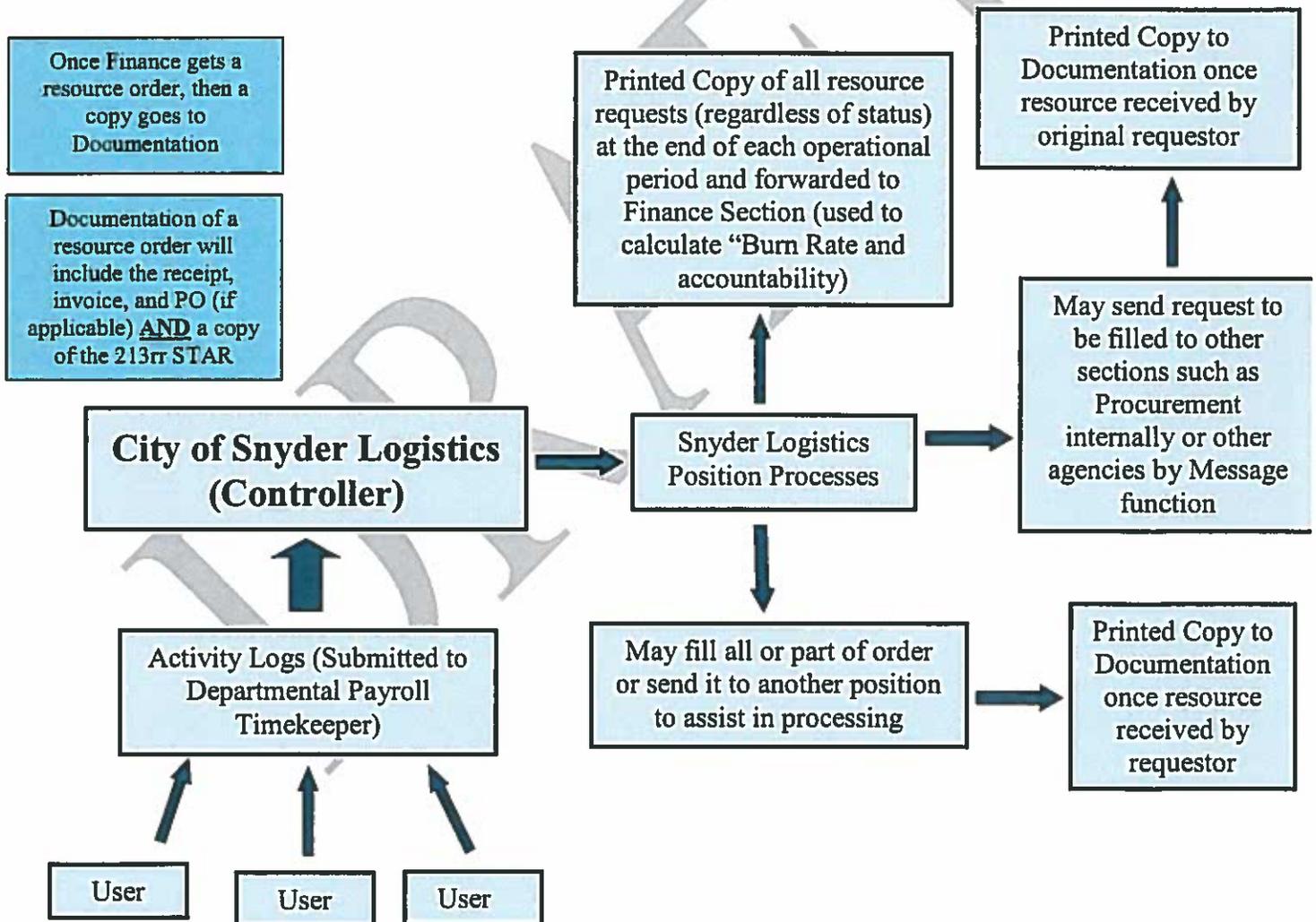
Resource Requests: Depending on the resource provider, use FEMA ICS Form 213 for regional WebEOC, or State of Texas Assistance Request- STAR). State requests currently are required to flow through WebEOC and the resource request process depends on which server is used.

- Submit the form to Logistics for processing and filling if possible.
- Logistics will submit the request to Procurement as applicable.
- Procurement will determine the method of purchase and will forward the receipt and the associated 213 to the Finance Section.

Upon completion of audit, all paperwork will be sent to the Documentation Unit for filing.

Snyder Documentation Process

Resource Sign-In (211p & 211e)



Procurement Log: Posted on the DR Share Drive and on file in the EOC

Contracts

- Emergency Contracts are posted on the OEM share drive and available in the EOC or Purchasing Department.
- Denoting clear status is required for **EVERY** pre-disaster contract activation regardless of prior checks. It is also required prior to initiating any new contract.
- Regardless of method used, documentation must demonstrate how contract price was procured.
- Prohibited Contracts Cost plus percentage of cost contracts and contingency contracts are **specifically prohibited** by FEMA.
- Time and Materials Contracts should be avoided. They are sometimes used immediately after the disaster incident has occurred when a clear scope of work cannot be developed, i.e., work done to prevent additional damage or deterioration.
- The Time and Materials contract are only acceptable if City personnel carefully monitor and document that the contractor expended the time and materials on eligible work and a cost ceiling or "not to exceed" provision is put in the contract to prevent the contractor from running up costs. An example would be emergency street clearance.

APPENDIX 4

EMERGENCY CONTRACTS

Emergency Contracts are saved in the DR share Drive (Logistics Section) and available in the local EOC and Finance Department, Procurement Office.

A compilation of emergency contracts entitled: "Emergency Contract Info (publish mo/yr)" is saved on the DR Share Drive (Finance Section) and available in the local EOC and Finance Department.

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APPENDIX 5

CITY FLEET ASSET INVENTORY

Document named: "Snyder Fleet inventory (publish mo/yr)" is saved on the RTS Share Drive under "Finance" and is available in the EOC or Finance Department. This document includes unit numbers, division assignment, and FEMA or Local cost codes.

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APPENDIX 6

CITY FACILITY INVENTORY, COST & INSURANCE COVERAGE

Document named: "City Facility Cost listing (SOV publish mo/yr)" is saved on the DR Share Drive under "Finance" and is available in the EOC or Finance Department. This document includes facility, property and insurance values along with construction dates and other key data.

Document named: "INS. - FACILITIES LISTING (publish year)" is saved on the DR Share Drive under "Finance" and is available in the EOC or Finance Department. This document includes lat/longs and detailed facility data.

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APPENDIX 7

COST CODES

FEMA COST CODES

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121. et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 *Allowable Costs*. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 *Appeals*.

Current document: "FEMA Equipment Rates (publish year)" is saved on the DR Share Drive and available in the local EOC and Finance Department.

TIFMAS Equipment Typing and Reimbursement Rates

Texas Intrastate Fire Mutual Aid System (TIFMAS) will reimburse for vehicles (Equipment) using an hourly rate identified in the following charts of the TIFMAS Business Manual. TIFMAS will not reimburse per mile nor accept any reimbursements based on mileage. For all equipment mobilized under TIFMAS refer to the charts located in the TIFMAS Business Manual for equipment/vehicle typing and the approved hourly rate. If the personnel assigned to the vehicle are on the clock the vehicle is considered to be on the clock.

The hourly equipment reimbursement rates include all fuel costs. The responding jurisdiction is responsible for the purchase of fuel while on the incident.

If fuel is provided during mobilization through a State contract, the fuel supplier will provide a receipt to the crew with the fuel cost. These receipts should be included with the reimbursement package submitted by the department. These costs shall be deducted on the equipment sheet of the reimbursement forms and will reflect in the total hourly vehicle costs accrued during the incident.

Current document: "TIFMAS Equipment Rates (publish year)" is saved on the DR Share Drive and available in the local EOC and Finance Department.

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City of Snyder (Local) Equipment Typing and Reimbursement Rates

These are derived from Available FEMA, TIFMAS, and other standard rate schedules in the absence of pre-identified applicable FEMA or TIFMAS rates.

Current document: "FY (publish year) BMT & FEMA reimbursement schedule" is saved on the DR Share Drive and available in the local EOC and Finance Department.

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Appendix 8

DONATED RESOURCES & SERVICES

Refer to Annex T of the City's Emergency Operation **Plan regarding Donations Management**.

Resources, Goods, and Services furnished to the City by citizens, businesses, and agencies, as well as those provided by professional and technical personnel, consultants, and other skilled and unskilled labor without cost is considered to be donated service. The value of these donations is not reimbursable either as a direct or indirect cost. However, **the value of donated services, materials, and equipment may be used to meet the City's cost share**. In order to qualify, donated services must be documented in the same manner as force account labor. As part of the support documentation, the department should include, if possible, the social security number of the person donating.

Donated resources or services will be valued at rates consistent with customary/ordinary costs paid for similar resources or work during normal City business. If the City does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market.

Acceptance and/or use of donated fund, personnel, equipment, resources, or services requires pre-approval for Check-in and tasking. Acceptance must be approved by the Incident Commander or designee, and the Emergency Management Coordinator or EOC Manager as appropriate. When activated, the Finance Section Chief is hereby designated as an authorizing official for the IC/UC.

Cash Donations: Refer to Tab J to Appendix 4 of Annex T for recommendations and process.

Donated Resources:

During Check-in, donated equipment and volunteers will be identified accordingly by the Resource Unit through the FEMA 211p and 211e forms and appropriate volunteer waiver forms **for personnel**. The **Finance Section** will segregate accounting of donated resources from other cost accounts.

Subsequent equipment or volunteer personnel activity reports will be

Donated Services:

1. The original Donated Equipment Record will be submitted to the City Office of Emergency Management.
2. The form will be given to the Recovery & Training Coordinator.
3. The Recovery & Training Coordinator will review the entire form for completeness and accuracy.
4. Review all attached documentation. (Any type of transfer of ownership, description information, titles and etc.)
5. Value information will be entered to the Project Worksheet.
6. The Donated Equipment Record form will then be filed with supporting documentation in the PW file.
7. A copy of the Donated Equipment Record form will be sent to the Auditor's Office for their file.

Volunteers: Refer to Annex T of the City's Emergency Operation Plan regarding processing volunteers.

APPENDIX 9

MUTUAL AID

Texas Government Code, Chapter 418 authorizes Mutual Aid between governmental agencies and provides guidance to activating, funding and reimbursing this process if no pre-arranged agreement is in place. The Code also authorizes establishment of agreements between local agencies where the agreement provides guidance for activating, funding and reimbursing.

Local Mutual Aid Agreements (MAAs), Memorandums of Understanding (MOU), and Memorandums of Agreement (MOA) are pre-established with many local agencies to facilitate pre-coordinated functions and general neighborly support in geographically focused emergencies. Large-scale incidents qualifying for state or federal assistance or declarations often expand beyond the purpose of these local agreements or more often, the local agencies are similarly impacted and thus unable to provide support.

- Specific agreements are posted on the DR share drive and available in the EOC.
- Activation of local agreement is facilitated through the EOC Manager in coordination with the IC/UC and Finance Section Chief.
- Provision of mutual aid is coordinated through both Emergency Management and the respective Department Head or Functional Manager.
- It is the duty of the providing department to provide appropriate notification when providing mutual aid.
- When the EOC is activated, the Finance Section is responsible to file all claims for reimbursement from the requesting jurisdiction(s).
- When the EOC is not activated, claims for reimbursement from the requesting jurisdiction(s) will be processed by the Office of Emergency Management.
- It is incumbent upon departments to provide the Finance Section or OEM with complete and accurate documentation for all costs and expenses incurred to provide the requested mutual aid.
- Billing will be in accordance with the respective agreement. Many agreements have a period of non-reimbursable aid to accommodate the more normal assistance requests. Additionally, as a mutual aid provider, regular and overtime hours are eligible for reimbursement. Employee's fringe benefits are also eligible; i.e. FICA, Medicare, retirement contributions, worker's compensation insurance costs, etc. Receipts for reimbursable out-of-pocket expenses are required to substantiate claims.

State mutual aid is facilitated through the applicable State Disaster District Chair. Requests for state aid require a formal declaration by the Chief Elected Official with the expectation that all local and mutual aid resources have been or will be exhausted. Resource requests must be processed through the EOC where the Mayor or designee (EMC) facilitates submission.

Participation in State Mutual Aid Programs and/or Task Forces:

The City currently has employees participating in several State programs to include:

- Texas Task Force 1 (TTF1)
- Emergency Medical Task Force (EMTF)
- Incident Management Team (IMT)

Financial reimbursement is based on the relevant MOU; however, most State agreements have been tailored in the same manner and reimburse both regular and overtime as well as all fringe benefits and any required Backfill.

- Billing for reimbursement in these programs is normally facilitated through the Finance Department.
- It is incumbent upon departments and responding employees to provide the Finance Section or OEM with complete and accurate documentation for all costs and expenses incurred to provide the requested mutual aid.

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APPENDIX 10

CITY OF SNYDER FHWA POLICY

Purpose:

The purpose of this policy is to provide the City of Snyder with guidance to effectively navigate the Federal Highway Administration (FHWA) Emergency Relief (ER) program for Texas. This guidance was derived from the standards set forth by the Texas Department of Transportation (TxDOT) in accordance with the *Federal Highway Administration Emergency Relief Program Manual* (23 CFR 635, 668 and 23 USC 120, 125), FEMA Recovery Fact Sheet 9580.214, Sandy Recovery Act, and local requirements.

Definitions:

A *federal-aid highway* is any public road functionally classified above a minor collector or local road.

-

Background:

- The ER Program provides funds for disaster related repair or reconstruction of Federal-aid highways and roads within the City.
- Approximately 16% of the City's roads are eligible.
- After a disaster, federal funds may become available from several agencies for the reimbursement of response and recovery activities. The Federal Highway Administration (FHWA) Emergency Relief (ER) program is authorized by Congress, through the Highway Trust Fund, for financial assistance in the repair or reconstruction of Federal-aid roadways that have suffered serious damage as a result of a *natural disaster* or a *catastrophic failure* (from an external cause).
- Road Classifications that are FHWA-ER eligible include all designations from Urban Collector and higher.
- As of 2015, the threshold for FHWA-ER is \$700,000 per event and eligible project threshold is \$5,000, while the threshold for FEMA reimbursements is a required combination for the State of Texas and for Scurry County in uninsured costs. As of 2016, those are \$1.41/per capita for the state (approx. \$ 35M) and \$3.56/per capita for Scurry County, or approximately \$60,408.00
- Typical federal reimbursement is 100% for 180 days on emergency work ("First Push" and "First Pass") and 80-90% for permanent work depending on whether or not the roadway is an interstate.
- FHWA does allow betterments to improve and prevent future damages. Betterments must accompany an FHWA ER eligible repair project.
- The Sandy Recovery Act (MAP-21) provides for FIONA-eligible work to be reimbursed under FEMA rules for concurrent declarations (FEMA and FHWA). However, that work may be limited to debris clearing and removal while other eligible work may have to be separated under FHWA guidelines (such as traffic control related items and work).

Responsibilities:

Public Works must contact their respective local Texas Department of Transportation (TxDOT) district or area office to inform them of damage to a federal-aid highway.

Public Works, in coordination with the Finance Section, must comply with all federal-aid requirements in order for projects to be eligible for reimbursement from the FHWA ER program.

Following a declared disaster, there are two major federal funding processes available to local governments with disaster related costs on public roads: the Federal Highway Administration (FHWA) Emergency Relief (ER) program and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program. Local governments will be required to manage both funding sources and maintaining proper documentation to receive maximum reimbursement. It is important to understand the following:

- Following MAP-21 and the Sandy Recovery Act, the FEMA PA program will now incorporate the FHWA ER program as long as the presidential declaration approves appropriate categories of public assistance.
- In the event only FHWA-ER funding is available, response and recovery documentation needs to separate FHWA eligible work and expenses from non-eligible work.
- Documentation of pre-disaster roadway maintenance will be mandatory.
- Pre and post- disaster pictures are important.
- For this purpose, an FHWA eligibility column was added to the daily activity sheets ([CS 21413 form) to annotate applicable work entries. Additionally, a geographically coded FHWA eligible street database is available for City work management systems (including CAD) to enable segregation of FHWA eligible work activities.

Following notification to the local TxDOT area or district office of damage in their jurisdiction, the applicant should be aware of the following process:

- A decision to seek FU-IWA ER funding rests with TxDOT.
- Local agencies apply for FHWA ER funding through TxDOT.
- Local agencies are empowered to begin emergency repairs immediately.
- Emergency repair work must be properly documented for reimbursement.

Eligible Work:

Disaster Debris removal (not dumped by others); bridge and roadway repair; inspector time-emergency contracts; certain types of landscape repair; light stands; pump station repair if used to drain water from federal highway; repair of road damage on detour routes; sign and signal repair; traffic control for detours (including portable message boards);

Emergency repairs include:

Repairs to minimize extent of damage; Repairs to protecting facilities; Restoring essential traffic and traffic signs and signals; Emergency road clearing and debris removal

Permanent work must have prior FHWA authorization unless done as part of the emergency repairs or determined to be more economical or practical to perform such work as an associated part of the emergency repairs.

Environmental Considerations:

Repair projects funded by the FHWA ER program must comply with the requirements of the National Environmental Policy Act (NEPA) of 1969. Emergency repairs to restore essential travel, minimize the extent of damage, or protect remaining facilities are normally exempt under 23 CFR 771.117(c)(9). Permanent repairs to an existing location are also generally exempt (23 CFR Part 771.117(d)).

Force Account Documentation:

Emergency Relief Spreadsheet: The ER spreadsheet lists the repair work that has been completed under FHWA guidelines and is being submitted for reimbursement.

Program of Projects: Description of Emergency Repairs should include the type and extent of damage as well as the estimated emergency repair costs.

Emergency repair justification: Details supporting that the work classifies as emergency work and is eligible for FHWA ER funding.

Location: The specific location and type of federal-aid roadway, including mileposts where available.

Photos: Photos to document the before and after emergency repairs.

Labor, equipment, and materials: Detailed records regarding labor hours, equipment, and materials must be recorded. Labor, equipment, and materials documented must be associated with emergency work performed on federal-aid roads. Labor hours must include name of employees, titles, hourly rates, and fringe benefits. Equipment hours must include description of equipment including manufacturer, model number, and capacity (volume, horsepower, etc.). Materials must include description and quantity.

Debris Removal and Disposal Considerations:

Must be able to segregate debris costs attributable to federal and non federal-aid roadways

Permissible to pro-rate debris monitoring and site-related costs between federal and federal-aid roadways

First pass completion documentation

Environmental permitting of disposal sites is required

Preparedness activities to help streamline the FHWA ER program:	Responsible Party
Identify the task lead in your agency for the FHWA ER program	Finance
Identify responsibility Departments/Divisions to coordinate FHWA work.	Budget; EM; GIS
Review pre-existing emergency and permanent work contracts for compliance with the FHWA ER program.	EM and Purchasing
Identify any contracts requiring competitive bid for emergency work and they are executed using the proper procurement policies.	Procurement (Disaster Ops)
Establish a process for proper documentation of force account and identify a task lead to maintain this documentation.	Finance
Ensure documentation task lead is properly trained on how to manage and separate documentation of force account labor for the different reimbursement programs.	Finance & Documentation
Coordinate with emergency contractors to ensure their documentation process is compliant with the FHWA ER program.	Procurement/Purchasing
Review road maintenance records to ensure they are current and managed properly.	Streets & Drainage
Ensure geographical information system (GIS) information is current, available, and managed properly.	IT & Situation Unit
Coordinate with local TxDOT district or area office prior to an event.	EM
Identify roadways within a jurisdiction to differentiate between FHWA and FEMA classes.	EM, IT and TxDOT

Documentation Process:

- a. Individual activity reports are collected on ICS Form 214s. The form was adjusted to provide an indicator that a specific activity is potentially FHWA eligible.
 1. Work management systems from the City of Snyder to include CAD, other as implemented. Crystal reports for each have been built to provide a basic report of potential work eligible for FHWA funding using the following criterion.
 - i. Nature codes from each system which may potentially be input that are relevant to areas previously identified as eligible for FHWA funding based on current guidance. Examples include: traffic control, replacement of signage, road clearing, etc
 - ii. Data queried from incident reports, dispatches and calls for service, work orders, and problem logs

- b. Time monitor collects all 214s
- c. Finance section should identify eligible FHWA activities on the 214s
- d. Finance section should coordinate with the Planning section to help separate eligible and non-eligible roadways with GIS data comparisons and work management system segregation.
- e. In order to receive FHWA reimbursement, a Detailed Damage Inspection Report (DDIR, Form FIIWA-1547) is required. This form summarizes equipment, labor and materials for emergency repair and permanent restoration on Federal-aid roads. FEMA equipment, labor and materials forms and FEMA equipment rates can be used to document activities that are summarized on the DDIR; however, a detailed log must be maintained documenting emergency and repair activities on Federal roads.
- f. A map and listing of FHWA eligible roads is available on the DR share drive or EOC.

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 U.S. Department of Transportation Federal Highway Administration	DETAILED DAMAGE INSPECTION REPORT				Report Number	
	(Title 23, Federal-aid Highways)				Sheet _____ of _____	
Location (Name of Road and Milepost)				FHWA Disaster Number		
Description of Damage				Inspection Date		
				Federal-aid Route Number		
				State _____ County _____		
Cost Estimate						
Emergency Repair	Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost	
					Completed	Remaining
Method <input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				Subtotal PE/CE		
				Emergency Repair Total		
Permanent Restoration						
Method <input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				Subtotal PE/CE Right-of-Way		
				Perm. Repair Totals		
Environmental Assessment Recommendation <input type="checkbox"/> Categorical Exclusion <input type="checkbox"/> EA/EIS				Estimated Total		
Recommendation <input type="checkbox"/> Eligible <input type="checkbox"/> Ineligible				FHWA Engineer		Date
Concurrence <input type="checkbox"/> Yes <input type="checkbox"/> No				State Engineer		Date
Concurrence <input type="checkbox"/> Yes <input type="checkbox"/> No				Local Agency Representative		Date

APPENDIX 11

REIMBURSEMENT GUIDELINES

Responsible Party (RP) or Event Host Reimbursement:

Standard billing procedures are posted in the DR share drive and available in the DR.

State and Federal Reimbursement:

For the purpose of Annex W, all work activities in which the City of Snyder will seek reimbursement from either State or Federal agencies will consist of the following categories:

I. CATEGORIES OF WORK

EMERGENCY WORK:

Work that is immediately necessary to save lives, protect and preserve property, and to provide temporary facilities to restore essential public services.

Category A. Debris Management to include the removal and disposal of debris on public roads and streets, including rights of way, non-federal public waterways, public property and buildings, and private property in some cases when undertaken by local government forces. This category can be used for public buildings to be torn down which are beyond repair. It can also cover the cost of demolition of public structures, if those structures were made unsafe by the disaster.

Category B. This category addresses the need to provide appropriate emergency measures designed to protect life, safety, property and health (i.e., barricades, sandbags, police and fire personnel work, and boarding up facilities in some cases).

For **Categories A and B**, equipment used is an eligible cost; however, only overtime wages and the related fringe benefits of permanent employees and all labor costs of extra hires are normally eligible. FEMA may elect to include regular time as an eligible cost but that is rare. Regardless, departments must keep track of both regular and overtime hours worked on the provided timesheet and reconcile the hours worked with the equipment reported on the FEMA Force Equipment Summary (in Excel format).

If employees would normally carry out these tasks as a regular part of the job assignments, and the costs are incurred in the normal course of their work, the costs **will not be eligible** for FEMA reimbursement. On the other hand, if outside contractors are hired to carry out these activities, the total cost of their services would be eligible for reimbursement.

All salary employees will be paid overtime after 90 hours accumulated per pay period after a disaster declaration.

PERMANENT WORK:

Work that is required to restore underinsured and uninsured damaged facilities to pre-disaster conditions.

Category C. Road Systems, to include the repair of Roads, Bridges, Traffic Control devices, Streets, Culverts, etc.

Category D. Water Control Facilities, to include the repairs of Dikes, Levees, Dams, Drainage Channels, and Irrigation Works.

Category E. Public Buildings and Equipment to include public buildings, supplies or inventory, vehicles or other equipment, public transportation systems, and higher education facilities.

Category F. Public Utility Systems to include damaged water systems, landfills, sanitary sewer systems, storm drainage systems and light/power facilities.

Category G. Other items to include Park Facilities and Recreation facilities.

For **Categories C through G**, gross salaries or wages, which include regular, overtime, and fringe benefits, are eligible for FEMA reimbursement. In order for the City to be reimbursed for wages, the department is required to keep track of all hours worked on disaster related activities and must reconcile the hours worked with the equipment used. This includes both small and large projects.

When the decision is made to approve public assistance funding, FEMA will also specify which of the above seven reimbursement categories will be applicable.

II. Project Formulation

The first step the department needs to take is to fully document the extent of the department's damages and to plan the repair work. As part of their documentation, the department should either photograph or videotape all damaged sites. **Digital pictures in JPEG format are preferable.** This process of documenting the eligible facility, the eligible work and the eligible costs for damaged projects is called project formulation.

Project formulation allows the department to consolidate similar work items into projects in order to expedite approval and funding, and to facilitate project management. A project is a logical method of performing work required as a result of the declared event. The department can include more than one damage site in a project. This offers flexibility in organizing and managing the work that needs to be done.

Some examples of project formulation:

- **Specific Site**-All work at a specific site may be a project, such as a single road washout site. This method is often used if the site has special considerations.

- **Specific Facility**-All work on a bridge may be a project, or restoration of a building and its contents may be a project. This method is used most often for large projects.
- **Type of Damage**-All work under a specific category may be a project such as debris removal (Category A) or all work at certain types of facilities may be a project, such as all gravel roads on one project and all paved roads on another.
- **System**-All work to a system may be a single project, for example, repairs to the water distribution system including multiple waterline breaks may be a project.
- **Jurisdiction**-All work within a specific area such as a park may be a project or all work within a department, such as the Police Department, Fire Department, and Water Resources Department may each be a project.
- **Method of Work**-A project may be grouped around how the work will be completed. For example, all work completed under a single contract may be a project or all work undertaken by a force account crew may be a project.
- **Complex**-For extensive damage to several facilities at a complex (for example, Fleet Maintenance Complex) all damage at the Fleet Maintenance Complex could be combined into one project, or separated into several projects, such as roof repairs, or work done by a single contractor, or all repairs done by force account.
- **Special Consideration**-A project may be grouped by special issues that might take longer to resolve, such as environmental or historic concerns.

In addition, more than one category of work may be combined into a single project if the combination is practical. For example, if the project is to repair a park (Category G) it may include work to repair a road within the park (Category C). For the most part, emergency work (Categories A and B) should not be combined with permanent work (Categories C through G) unless the emergency work is incidental to the permanent repair. For example, some debris removal (emergency work) may be required prior to repairing undermining of a bridge abutment (permanent work). Since the debris removal is incidental to completing the bridge repair, the work may be formulated on a single project.

Wherever possible, including emergency work as part of the permanent work is encouraged because regular time is eligible under permanent work.

Note: If sites are combined in such a way that the cost estimate exceeds the large project/small project threshold, the project is considered a large project. This is true even if all individual sites within the project are damaged less than the large project threshold amount.

Formulated projects will result in one of four types of projects with different funding restrictions. The four types of projects are:

- **Small Project**-A small project is any project which has a cost estimate less than the current threshold for small projects. The state and county thresholds change every October 1 based on the Consumer Price Index (CPI). Funding for small projects is based on the approved estimate to complete the scope of work. If the applicant discovers a significant cost overrun related to actual cost to complete all estimated small projects, then an appeal may be submitted for the additional funds within 60 days of completing the last small project.

- **Large Project**-A large project is any project which has a cost estimate greater than the threshold for small projects. All large projects are funded based on actual costs to complete the eligible scope of work. The funding for each large project will be adjusted after all work is complete.
- **Improved Project**-An improved project is any project (large or small) where the applicant chooses to make improvements (not required by any applicable code, standard, or hazard mitigation measure) to the facility while making disaster repairs. Funding for improved projects is limited to the approved federal estimate to complete the eligible scope of work. The State may approve an improved project. However, FEMA must review the project for compliance with environmental and historic statutes and other special considerations that apply. If improvements are required (e.g., ADA ramp) the project is not considered an improved project, but an environmental review may still be required.

An example of an improved project would be if a two-lane bridge was destroyed by a flood event and the City decided to build a four-lane bridge in its place. In this example, FEMA funding would be limited to the costs associated with building a two-lane bridge.

- **Alternate Project**-An alternate project is any permanent restoration project (large or small) where the applicant chooses to abandon the facility rather than make disaster repairs. The applicant may use any federal share funds, limited to the approved federal estimate to complete the eligible scope of work, at another facility. There is a 10% reduction in the FEMA funds for all alternate projects. FEMA must perform an environmental review and approve all alternate projects.

An example of an alternate project would be if the City decides not to rebuild a destroyed community center and builds a new library instead.

III. RECORD KEEPING REQUIREMENTS

Records of all emergency expenditures must be maintained three years upon receipt of final payment or until audit is completed, whichever is longer. In order for the City to meet state and federal guidelines for reimbursement, detailed specific activities must be documented according to the following:

- A. Complete the FEMA Disaster Response and Recovery Notice of Interest Appendix
- B. Complete the Designation of Applicant Agent Appendix 2
- C. Reimbursement Guidelines Appendix 3
- D. Purchase Order Requisition Guidelines Appendix 4
- E. Complete the Daily Activity Report Appendix 5

F. Complete the Force Account Labor Summary Record Appendix 6

G. Complete the Payroll Claim Form Appendix 7

H. Complete the Material Record Appendix 8

I. Complete the Rented Equipment Record Appendix 9

J. Complete the Contract Record Appendix 10

K. Complete the Volunteer Manpower Record Appendix 11

L. Complete the Donated Equipment Record Appendix 12

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APPENDIX 12

FEMA FORMS

Current Excel Workbook: "Master of FEMA forms (Disaster Recovery n finance)" is saved on the DR Share Drive (Finance Section) and available in the local EOC and Finance Department.

FEMA NOTICE OF INTEREST

Each Agency interested in applying for Federal Disaster Assistance must complete the Notice of Interest Form. The purpose of this form is to list damages to property and facilities so that inspectors may be appropriately assigned for formal survey.

INSTRUCTIONS

In Order to receive assistance from FEMA this document must be completed and turned in to the Governor's Authorized Representative at the Applicants Briefing, but **not later than 30 days** after the Jurisdiction is designated eligible for Public Assistance.

The Office of Emergency Management is responsible for completion of this form

The following steps are used in completing this form.

1. Enter the Declaration Number assigned by FEMA.
2. The Project Application Number or FIP # will be assigned and filled in by FEMA.
3. Enter the Date the Notice of Interest is completed.
4. Fill in the appropriate boxes for the categories of damages to the City.
5. Enter the Political Sub-division or Eligible Applicant.
6. Enter the City.
7. Enter the City's Representative 1 (Mayor).
8. Enter the City's Representative 2 (EMC).
9. Enter the Business Address and Business Telephone for both Representative 1 and 2.

Standard Operating Procedure for the FEMA Notice of Interest

Procedure:

1. The Office of Emergency Management will complete the FEMA Notice of Interest Form.
2. The Notice of Interest Form will be submitted to the Governor's Authorized Representative at the Applicant's Briefing.
3. A copy will be retained for the City's records.

DESIGNATION OF APPLICANT'S AGENT

Each City must designate an Applicant's Agent by completing the Designation of Applicant's Agent Form. The purpose of this form is to designate a Primary and Secondary Agent that are authorized to execute and file Application for Public Assistance on behalf of the City for obtaining certain state and federal financial assistance. This agent is authorized to represent and act for the City in all dealings with the State of Texas for all matters pertaining to such disaster.

INSTRUCTIONS:

The Office of Emergency Management for the City is responsible for completion of this form.

The following steps are used in completing this form.

1. Enter the Organization Name
2. Enter the Agent's Name
3. Enter the organization
4. Enter the Official position
5. Enter the mailing address
6. Enter the City, State, and Zip Code
7. Enter a daytime telephone number
8. Enter a facsimile number
9. Enter a cellular number. (Enter the above information for the Primary Agent, Secondary Agent, Chief Financial Officer, and the Certifying Official). The Primary and Secondary Agents are assigned by the Mayor or designee.

Note: Agents will be assigned by a collaborative decision of the Mayor, Manager, CFO and EMC Primary Agent will normally be the EMC

Secondary Agent will normally be the CFO

Certifying Official will normally be the City Manager

10. Enter Applicant's State Cognizant Agency, Texas Department of Public Safety Division of Emergency Management.
11. Enter Applicant's Fiscal Year (start)
12. Enter Applicant's Federal Employer's Identification Number.
13. Enter the Applicant's State Payee Identification Number.
14. Must have the Certifying Official's Signature.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PROJECT WORKSHEET**

INSTRUCTIONS

The Project Worksheet must be completed for each identified damaged project.

Projects with estimated or actual cost of damage greater than \$120,0100 (FY 14) are large projects. This threshold may change. Check for current dollar amount at _____.

Projects with estimated or actual cost of damage less than \$ 120,000 (FY 14) are small projects. This threshold may change. Check for current dollar amount at _____.

After completing Project Worksheets, submit the worksheets to our Public Assistance Coordinator.

Identifying Information

Declaration No.: Indicate the disaster declaration number as established by FEMA (i.e., "FEMA I 136-DR-TN," etc.).

Project No.: Indicate the project designation number you established to track the project in your system (i.e., 1,2,3,etc.).

FIPS No.: Indicate your FIPS number within this space. This is optional.

Date: Indicate the date the worksheet was prepared in MM/DD/YY format.

Category: Indicate the category of the project according to FEMA specified work categories. This is optional.

Applicant: Name of the governmental or other legal entity to which the funds will be awarded.

County: Name of the county where the damage is located. If located in multiple counties, indicate "Multi-County."

Damage Facility: Identify the facility and describe its basic function.

Work Complete as of: Indicate the date that the work was examined in the format of MM/DD/YY and the percentage of work completed to that date.

Location: This item can range anywhere from an "address," "intersection of..." "1 mile south of ...on..." to "countywide." If damages are in different locations or different counties please list each location. Include latitude and longitude of the project if known.

Damage Description and Dimensions: Describe the disaster-related damage to the facility, including the cause of the damage and the area or components affected.

Scope of Work: List work that has been completed, and work to be completed which is necessary to repair disaster-related damage. Include items recorded on the preliminary damage assessment.

Does the Scope of Work Change the Pre-Disaster Conditions of the Site: If the work described under the Scope of Work changes the facilities conditions (i.e., increases/decreases the size or function of the facility or does not replace damaged components in kind with like materials), check yes. If the Scope of Work returns the site to its pre-disaster configuration, capacity and dimensions check no.

Special Considerations: If the project includes insurable work, and/or is affected by environmental (NEPA) or historic concerns, check either the Yes or No box so that appropriate action can be initiated to avoid delays in funding. Refer to *Applicant Guidelines* for further information.

Hazard Mitigation: If the pre-disaster conditions at the site can be changed to prevent the disaster-related damage, check Yes. If no opportunities for hazard mitigation exists, check no.

Appropriate action will be initiated and avoid delays in funding. Refer to *Applicant Handbook* for further information.

Is There Insurance Coverage on This Facility;

Federal law requires that FEMA be notified of any entitlement for proceeds to repair disaster-related damages, from insurance of any other source. Check Yes if any funding or proceeds can be received if or the work within the Scope of "Work from any source besides FEMA.

Project Cost

Item:

Indicate the item number on the column (i.e., 1, 2, 3, etc.). Use additional forms as necessary to include all items.

Code:

If using the FEMA cost codes, place the appropriate number here.

Narrative:

Indicate the work, material or service that best describes the work (i.e., "force account labor overtime," "42 in. Dia. RGP," "sheet rock replacement," etc.).

Quantity/Unit:

List the amount of units and the unit of measure ("48/cy," "32/1f," "6/ea," etc.).

Unit Price:

Indicate the price per unit.

Cost:

This item can be developed from cost to date, contracts, bids, applicant's experience in that

particular repair work books which lend themselves to work estimates, such as RC' Means, or by using cost codes supplied by FEMA.

Total Cost:

Record total cost of the project.

Prepared By:

Record the name and title of the person completing the Project Worksheet.

Record Requirements

Please review the Applicant Handbook for detailed instructions and examples.

For all completed work, the applicant must keep the following records:

- Force account labor documentation sheets identifying the employee, hours worked, date and location;
- Force account equipment documentation sheets identifying specific equipment, operator, usage by hour/mile and cost used;
- Material documentation sheets identifying the type of material, quantity used and cost;
- Copies of all contracts for work and any lease/rental equipment costs.

For all estimated work, keep calculations, quantity estimates, pricing information, etc., as part of the records to document the “cost/estimate” for which funding is being requested.

FORCE ACCOUNT SUMMARY RECORDS

Force Account is a term used to identify labor provided by the City's employees, as well as the use of the City's equipment and materials. The elements which comprise force account costs typically include:

- **Regular and overtime salaries and wages recorded separately**
- **Fringe benefits itemized**
- **Equipment and materials**
- **Labor hours are accounted for by the provided activity log reports.**

Each applicant agent eligible for Disaster reimbursement must complete requested FEMA forms.

An Excel Workbook with FEMA forms associated with cost reimbursement is posted on the DR share drive and available in the Finance Department and EOC.

In order to receive reimbursement from FEMA, the City must be able to show detailed documentation for approved projects. The Force Account Labor Summary Record is turned into FEMA along with the Project Worksheet for completed projects.

INSTRUCTIONS FOR FORCE ACCOUNT LABOR SUMMARY

1. **Applicant:** Enter your organization's name.
2. **ID:** Enter the computer tracking number that FEMA assigns to your organization. Your Public Assistance Coordinator can tell you what it is if you don't know it.
3. **PW #:** Enter the project number that you have assigned to this project. If you know the project number assigned by FEMA, use that number.
4. **Disaster Number:** Enter the declaration number for this disaster here. The Public Assistance Coordinator can tell you what it is if you don't know it.
5. **Location/Site:** Enter physical address or location of project.
6. **Category:** enter category of work, if known.
7. **Period Covering:** Enter time period referenced for the information contained on this sheet.
8. **Description of Work Performed:** Briefly describe the type of work that was performed.
 - **Name:** Enter names of each employee who worked on the project.
 - **Title:** Enter the title or occupation of each employee who worked on the project.
 - **REG:** Enter the regular hours that each employee worked on the project.
 - **OT:** Enter overtime hours that each employee worked on the project.
 - **REMINDER:** Depending on the reimbursement source, only overtime may be reimbursable. For instance, with a FEMA disaster declaration, only overtime may be eligible; however, record both regular and overtime hours, so that personnel hours can be compared with equipment use hours, if necessary, or match funding can be calculated, or eligibility changes can be made quickly.
 - **Total IIR:** Total the hours for each employee and enter the result in this block.
 - **Hourly Rate:** Enter each employee's hourly rate.
 - **Benefit Rate/Hr:** Enter each employee's hourly benefit rate. There should be different percentages for benefits pertaining to regular and overtime wages.
 - **Total Hourly:** Add the employee's hourly rate in the Rate/Hr block and the hourly benefits rate in the Benefits/Hr block and enter the result here.

- **Total Costs:** Multiply the entries in Total Hours and Total Hourly and enter the result here.
- **Total Cost:** Multiply the entries in the Total Hr and Total Rate/Hr blocks and enter the result here.
- **Total Cost for Force Account Labor Regular Time:** Add the entries in the Total Cost, REG block for each employee and enter the results here.

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INSTRUCTIONS FOR FORCE ACCOUNT EQUIPMENT SUMMARY RECORD

Force account is the term to refer to our own personnel and equipment. Keep the following points in mind when compiling force account labor information:

Complete the Record as Follows:

1. **Applicant:** Enter your organization's name.
2. **PAID:** Enter the computer tracking number that FEMA assigns to your organization. Your Public Assistance Coordinator can tell you what it is if you don't know it.
3. **PW #:** Enter the project number that you have assigned to this project. If you know the project number assigned by FEMA, use that number.
4. **Disaster Number:** Enter the declaration number for this disaster here. The Public Assistance Coordinator can tell you what it is if you don't know it.
5. **Location/Site:** Enter physical address or location of project.
6. **Category:** Enter category of work, if known.
7. **Period Covering:** Enter time period referenced for the information contained on this sheet.
8. **Description of Work Performed:** Briefly describe the type of work that was performed.
 - **Type of Work Performed:** Enter a brief description of the equipment, including the rated horsepower or capacity of the equipment. Be sure to include this information if you also use a trade name or common name to describe the equipment, e.g., Ditch Witch.
 - **FEMA Code:** Enter the FEMA cost code for the equipment.
 - **Operator's Name:** Enter the equipment operator's name.
 - **Date/Hours Used:** Enter the dates and hours the equipment was used on the project.
 - **Total Hours:** Enter total hours equipment was in use.
 - **Equipment Rate:** Enter the hourly cost to use the equipment.
 - **Total Cost:** Multiply the number in the Total hours block by the number in the Equipment Rate block and enter the result here.
 - **Grand Totals:** Add the numbers in the Total Hours blocks and Total Cost blocks, enter the results here.

INSTRUCTIONS FOR FORCE ACCOUNT MATERIALS RECORD SUMMARY

This form is used to record the costs of supplies and materials purchased in response to the disaster or used to repair damages caused by the disaster.

Complete the Record as Follows:

1. **Applicant:** Enter your organization's name.
2. **PAID:** Enter the computer tracking number that FEMA assigns to your organization. Your Public Assistance Coordinator can tell you what it is if you don't know it.
3. **PW #:** Enter the project number that you have assigned to this project. If you know the project number assigned by FEMA, use that number.
4. **Disaster Number:** Enter the declaration number for this disaster here. The Public Assistance Coordinator can tell you what it is if you don't know it.
5. **Location/Site:** Enter physical address or location of project.
6. **Category:** Enter category of work, if known.
7. **Period Covering:** Enter time period referenced for the information contained on this sheet.
8. **Description of Work Performed:** Briefly describe the type of work that was performed.
 - **Vendor:** Enter the name of the supplier if the material was bought specifically as a result of the disaster.
 - **Description:** Enter a brief description of the supplies or materials used or purchased.
 - **Quantity:** Enter amount of material used (e.g., number, tonnage, etc.).
 - **Date Purchased:** Enter the date on the invoice.
 - **Date Used:** Enter date actually used/installed.
 - **Info From:** Check whether information entered on the form was obtained from actual invoice or if material was taken from stock on hand.
 - **Grand Total:** Add the numbers in the Total Price blocks and enter the results here.

INSTRUCTIONS FOR FORCE ACCOUNT RENTED EQUIPMENT SUMMARY

This form is used to record the costs of equipment that you had to rent or lease to respond to the disaster or to be used in making repairs to damages caused by the disaster.

Complete the Record as Follows:

1. **Applicant:** Enter your organization's name.
2. **PAID:** Enter the computer tracking number that FEMA assigns to your organization. Your Public Assistance Coordinator can tell you what it is if you don't know it.
3. **PW #:** Enter the project number that you have assigned to this project. If you know the project number assigned by FEMA, use that number.
4. **Disaster Number:** Enter the declaration number for this disaster here. The Public Assistance Coordinator can tell you what it is if you don't know it,
5. **Location/Site:** Enter physical address or location of project.
6. **Category:** Enter category of work if known.
7. **Period Covering:** Enter time period referenced for the information contained on this sheet.
8. **Description of Work Performed: Briefly describe the type of work that was performed.**
 - **Type of Equipment:** Enter a brief description of the equipment that you leased or rented, including the rated horsepower or capacity of the equipment. Be sure to include this information if you also use a trade name or common name to describe the equipment, e.g., Ditch Witch.
 - **Dates/Hours Used:** Enter the dates and hours the equipment was used on the project.
 - **Rate Per Hour:** Enter the hourly rental or lease cost of the equipment. Indicate if the equipment was rented on a daily, weekly, or monthly rate, instead of an hourly rate. List in appropriate column if operator costs were included.
 - **Total Cost:** Multiply hours Used by Hourly Rate charged and enter total cost here.
 - **Vendor:** Enter the name of the company that rented or leased the equipment to you.
 - **Invoice No:** Enter billing invoice number.
 - **Date/Amount Paid:** Enter date of payment and amount of check.

- **Check No.:** List check number that was used to pay for equipment rental.
- **Grand Total:** Add the dollar figure from the Amount Paid blocks and enter total here.

END OF SECTION

END OF ANNEX DOCUMENT

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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 of Property A”), Gold Sky Capital, LTD, a Texas limited partnership, (the “Owner of Property B”), and the City of Snyder, Texas, a home rule city (the “City”). The Owner of Property A and the Owner of Property B may be referred to jointly herein as “Owners.” The Owner of Property A, Owner of Property B, 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 Owners in recognition of the positive economic benefits which will accrue to the City through Owners’ efforts to redevelop certain properties located in Snyder, Texas, and generally in the retail section of Snyder, Scurry County, Texas.

WHEREAS, the City desires to offer incentives to Owners over a period of time which will enable Owners to redevelop the buildings and property located on Property A and Property B, in Snyder, Scurry County, Texas as an integrated, planned development retail project (the “Project”). Property A and Property B may be referred to jointly herein as “Properties.”

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 Owners 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 Owners complete development of the Project as specified herein. Owners’ execution and performance of this Agreement constitute a valid and binding obligation of Owners. The City acknowledges that Owners are 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 Properties, and Owners acknowledges that City is acting in reliance upon Owners’ 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 Owners 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 Owners deliver 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 Properties 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 with the Owners.
- 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 of Property A” means Power Sky Capital, LLC, a Texas limited liability company, authorized to do business in the State of Texas.
- 2.15. “Owner of Property B” means Gold Sky Capital, LTD, a Texas limited partnership, authorized to do business in the State of Texas.
- 2.16. “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.
- 2.17. “Project” means Owners’ planned redevelopment of the buildings and property located on Property A and Property B, Snyder, Scurry County, Texas.
- 2.18. “Property A” 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, Scurry County, Texas.
- 2.19. “Property B” means that 3.673 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, Scurry County, Texas.

- 2.20. "Properties" shall mean Property A and Property B.
- 2.21. "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.
- 2.22. "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 Owners 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 Owners.

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, Owners, as part of the Project, shall make improvements to the Properties, 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. Owners shall create at least 4 New Full-time Jobs and 16 New Part-time Jobs at the Properties 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 Properties. "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 Properties.

- 4.6. The Owners shall deliver to the City a report by January 31 of each year stating (i) the value of improvements to the Properties and (ii) the number of New Full-time Jobs at the Properties.
- 4.7. Notwithstanding anything herein to the contrary, Owners agree that in the event any existing business' currently located with the City of Snyder relocates to the Project, Owners 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 Properties pursuant to the Project, Owners shall cause said tenant to execute an Agreement for Disclosure of Confidential Tax Information, an example of which is attached hereto as Exhibit A as to Owner of Property A and Exhibit B as to Owner of Property B 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. Owners' failure to obtain a fully executed Agreement for Disclosure of Confidential Tax Information and submit to the Texas Comptroller's Office shall result in Owners' 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 Owners 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 Owners have 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 Owners 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 Owners the right to the contracted amount then currently owing not already provided to Owners by City in previous payments.

5.2. Sales Tax Refund

Payment. Subject to the terms and conditions as set forth above, City shall pay Owners 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 Owners 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. Owners 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 and Exhibit B attached hereto.

6. Owners' Covenants, Warranties, Obligations, and Duties

- 6.1. Owners 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 Owners. Failure to comply with any one covenant or warranty shall constitute an Act of Default by Owners.
 - 6.1.1. Owners are authorized to do business and are 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 Owners, and the individual signing this Agreement are the President or other authorized representative of Owners, 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 of Property A's limited liability company agreement and the Owner of Property B's limited partnership agreement, or by-laws, or of any agreement or instrument to which Owners are 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 Owners or Owners' officers, threatened against or affecting Owners that may result in any material adverse change in Owners' 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 Owners bankruptcy proceedings currently pending or contemplated, and Owners have not been informed of any potential involuntary Owners bankruptcy proceedings.
- 6.1.5. To its current, actual knowledge, Owners 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. Owners shall timely and fully comply with all of the terms and conditions of this Agreement.

7. Phasing of Project

The Properties shall be developed as a single project, but construction may be phased over time, provided such phasing shall not extend the Reimbursement Term. Owners agree that they 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 Owners. Owners specifically agree that City shall only be liable to Owners for the amount of the money payments then currently owing to Owners, and attorneys' fees and costs of court, and shall not be liable to Owners 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 Owners 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 Properties.
- 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 Owners 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 Properties, 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 Owners 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 Properties.
- 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 Owners 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 Owners elects not to proceed with the acquisition of the Properties or the development of the Project as contemplated by this Agreement, the Owners 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 of Property A: Power Sky Capital, LLC
 P.O. Box 64189
 Lubbock, Texas 79464

Owner of Property B: Gold Sky Capital, LTD
 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 OF PROPERTY A:

Power Sky Capital, L.L.C.

By: Marc Shipton, Sr.
Its: Sole Member

Date: _____

OWNER OF PROPERTY B:

Gold Sky Capital, LTD

By: M.P. Shipton III, L.L.C,
General Partner

By: _____
Marc Shipton, Sr.
Sole Member

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 _____ (location), 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. _____

Exhibit B

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 _____ (location), 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 Gold Sky Capital, LTD, of sales tax generated by the Project (shopping center) partially occupied by taxpayer, pursuant to a Chapter 380 Economic Development Agreement between City and Gold Sky Capital, LTD.

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.

Code Study and Building Evaluation

Snyder City Hall

September 2016



Jerry J. Ramsey

9-21-16

Prepared by:



Project #: 15527

Jerry J. Ramsey

9-21-16

325.695.1070
817.594.9880
TBPE Firm #: 2448

info@jacobmartin.com
www.jacobmartin.com

3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448 | TBAE Firm #: BK 2261 | TBPLS Firm #: 10024300 - Abilene | TBPLS Firm #: 10193992 - Weatherford

Snyder City Hall Code Study and Building Evaluation

09-21-16

On March 31, 2016 two JACOB | MARTIN employees spent several hours investigating the existing Snyder, Texas, City Hall Structure for the purpose of determining the feasibility of its continued use and a possible building addition. This report will provide information in the form of a Code Study and an evaluation of the existing building to aid the City decision makers in determining the best future use for this building.

CODE STUDY

The current City Hall was built in 1959 and measures 50' X 150'. It contains 7,500 square feet of floor space. The IBC (International Building Code) classifies this structure as Type 2B construction. This means it was built with non-combustible materials but not all the structural elements are fire rated. It's Use Category is "B" for business. The building is not equipped with fire sprinklers.

The IBC allows a maximum building size of 23,000 square feet for this type and Use of building. Subtracting the 7,500 existing building square footage gives us the following;

MAXIMUM BUILDING ADDITION SIZE: 23,000 – 7,500 = 15,500 square feet

This calculation assumes the building addition would also be Type 2B construction and the building will not be equipped with fire sprinklers. A proposed building addition of roughly 50'x95' or 4,750 square foot is shown in this report.

The existing building sits on a piece of property 150'X 300'. The building sit back requirements are 0 feet on Avenue T and also on 24th Street. The building sit back on the Alley is 20 feet.

BUILDING EVALUATION

As mentioned above this building was constructed in 1959 using current building codes. Today the City has adopted the IBC. The building was also constructed before the ADA (Americans with Disabilities Act) and the Texas TAS (Texas Accessibilities Standards).

This report will identify and rate the Structural, Mechanical, Electrical and Plumbing elements of the building in a spreadsheet type format. It will also identify the ADA and TAS deficiencies. In addition, the report will estimate cost of suggested upgrades to the existing building as well as the cost of a proposed addition. The following spreadsheet contains the existing building evaluation and proposed improvements cost.



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086



**1959 City Hall Building
floor raised due to flood plain**



West ADA entrance with many deficiencies – Non compliant



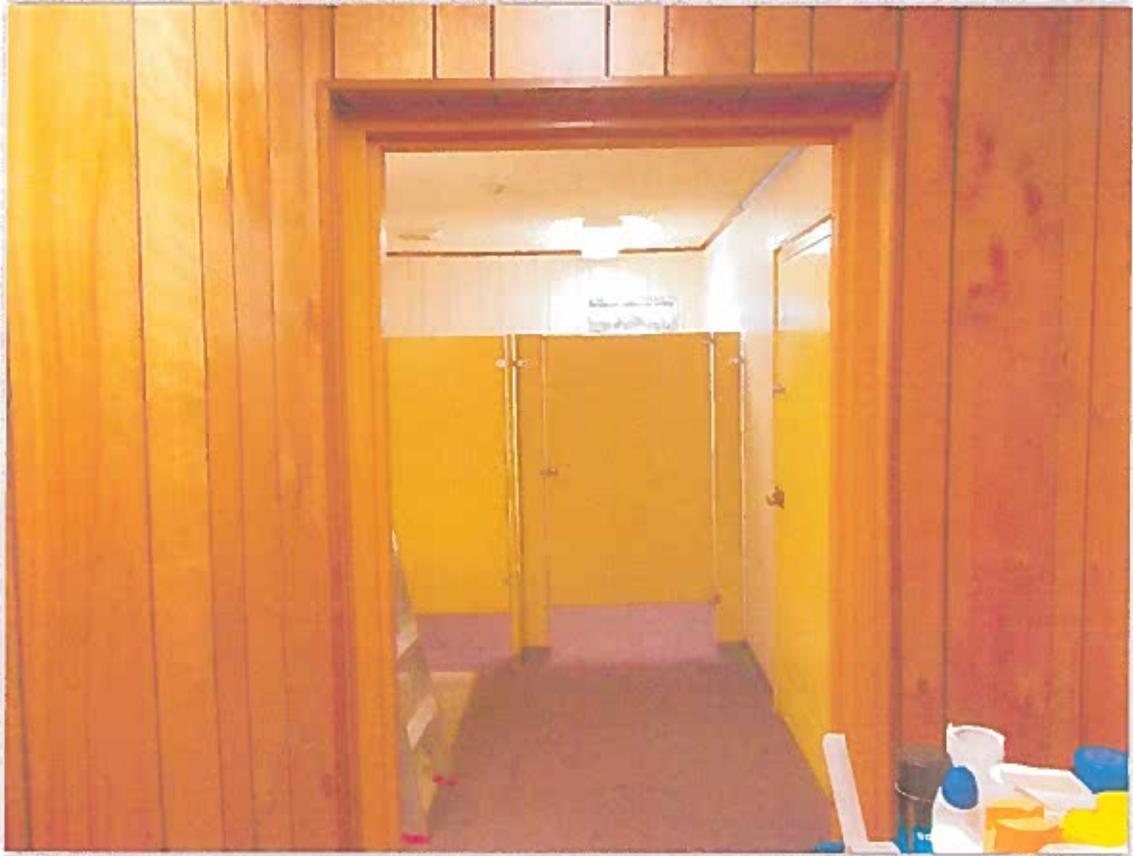
Existing Lobby – Non compliant
ADA counters and entry doors



Court Room/City Council
Chambers, needs ADA Ramp



Current Break Room, sink & cabinets are not ADA compliant



Restrooms are not ADA compliant with many deficiencies. Also, very old cast iron plumbing



Two almost new 10 ton, split systems, air conditioners, on the North side of the building



2 – Split system, almost new,
fan coil units with gas heat



400 amp, 3 phase, 120/240 volt
Electrical Service Entrance



Interior Electrical
Panels with breakers



Roof photo showing roof top air conditioners. Also, spray on foam roof over a flat gypsum deck and steel bar joist

EXISTING CITY HALL BUILDING EVALUATION - SNYDER, TEXAS SEPTEMBER 2016

BUILDING ELEMENTS	EXISTING CONDITIONS	DEFICIENCIES / RECOMMENDATIONS	COST
STRUCTURAL	THE EXISTING STRUCTURAL SYSTEM CONSISTS OF A CONCRETE FOUNDATION SYSTEM WITH GRADE BEAMS SUPPORTED BY SPREAD FOOTINGS. THE GRADE BEAMS SUPPORT CONCRETE BLOCK BEARING WALLS WHICH SUPPORT THE FLOOR SYSTEM. THE FLOOR SYSTEM IS COMPOSED OF 12" THICK CONCRETE SLAB ON GROUT WITH A TERRAZZO FINISH ON TOP AND A GYPSUM DECK. THE CURRENT ROOF SURFACE IS SEPARATED ON FLOOR LEVEL FROM THE EXTERIOR WALLS.	RECOMMENDATIONS INCLUDE REMOVING THE HARD GRASSES IN THE YARDWAYS AND LOBBY THEN REPLACING WITH 24" LAY IN CEMENTS WHICH SHOULD BE ACCESSIBLE FOR WEICHAVAL AND ELECTRICAL CHANGES. EXISTING LOBBY FINISHES WOULD HAVE TO BE REMOVED AND REPLACED. THE COST IS \$21,000. AND A THERMAL INSULATION SYSTEM ON TOP THE EXISTING FLAT ROOF AND A NEW 200 SINGLE PLY WEICHAVAL. THE COST IS \$125,000.	\$27,000 \$125,000
MECHANICAL HEATING & AIR CONDITIONING	THE EXISTING MECHANICAL SYSTEMS CONSIST OF A AIR CONDITIONING UNITS WITH NATURAL GAS HEATING AND COOLING. THE EXISTING SYSTEMS ARE DELIVERING AIR DIRECTLY INTO THE BUILDING. THERE ALSO IS A SHUTTER SYSTEM WITH THE COMPRESSOR/CONDENSER UNITS ARE OUTSIDE ON THE GROUND AND ONE IS ON THE ROOF. THE CALCULATED THE TOTAL TONNAGE TO BE 35 TONS WHICH IS ABOUT DOUBLE WHAT WOULD BE NEEDED IF THE BUILDING WAS WELL INSULATED AND HAD GOOD DUCT DISTRIBUTION SYSTEM. THE BUILDING IS NOT WELL INSULATED AND THE EXISTING SYSTEMS ARE NOT ACCESSIBLE FOR ALTERATIONS. THE BUILDING IS NOT FLEXIBLE TO MEET CURRENT NEEDS AND NOT ACCESSIBLE FOR ALTERATIONS. THE WEATHER CONDITIONS.	THE RECOMMENDATION FOR THE MECHANICAL SYSTEM CONSIST OF REMOVING THE EXISTING 2-ZONE, 2-10 TON PACK COIL UNITS AND THE TWO POUND UPWARD CONDENSERS. THE EXISTING ROOF TOP UNITS (TWO) WOULD BE REMOVED AND REPLACED WITH SEVERAL NEW ADDITIONAL UNITS. ALMOST ALL THE DUCTWORK ABOVE THE ROOF WOULD BE REMOVED AND REPLACED. THE ROOF DUCTS WOULD BE WITH 6" ON ROOF TOP UNITS. THE NEW UNITS AND DUCTWORK WILL ALLOW DRYING OF THE UNITS TO EVAPORATE HOT AND COOL SPOTS IN THE BUILDING. THE BUILDING WILL NEED LESS HEAT THAN THE DIFFERENT PARTS OF THE BUILDING WILL VARY FROM SEASON TO SEASON. THE SQUARE FOOT COOLING LOADS ON THE DIFFERENT PARTS OF THE BUILDING WILL VARY FROM SEASON TO SEASON. THE COST OF THIS RECOMMENDATION IS \$120,000.	\$120,000
PLUMBING	THE EXISTING PLUMBING SYSTEM CONSIST OF CAST IRON SEWER PIPING AND UNSULATED COPPER WATER LINES. THE SEWER PIPING IS ORIGINAL INSTALLED IN 1929.	RECOMMENDATION IS TO ABANDON THE EXISTING SEWER LINE. THE COST OF NEW RESTROOMS ARE INCLUDED IN THE BUILDING ADDITION COST.	
ELECTRICAL	THE EXISTING ELECTRICAL SERVICE ENTRANCE INTO THE BUILDING APPEARS TO BE A 400 AMP, 3 PHASE 120/240 VOLTS SYSTEM WHICH BEGINS AS A SWITCH. THE SWITCH IS LOCATED ON THE NORTH EXTERIOR WALL OF THE BUILDING. THIS SWITCH FEEDS SEVERAL BREAKER PANELS AND THEY FEED THE BRANCH ELECTRICAL CIRCUITS WHICH ARE IN CONTACT WITH THE SYSTEM HAS SEEN MANY ALTERATION AND ADDITIONS USE 1-18 BREAKS AND DO NOT NEED TO BE REPLACED UNLESS WAGON REWORKING IS PUSHED.	IF THE AIR CONDITIONING RECOMMENDATIONS ARE ACCEPTED THERE WILL BE SOME CHANGES TO THE ELECTRICAL CIRCUITS AND BREAKERS. THE COST OF THESE CHANGES ARE INCLUDED IN THE BUILDING REMODEL COST ALONG WITH NEW LOBBY FINISHES.	\$45,000
ADA - TAG PARKING & ACCESSIBLE ROUTES	NON - COMPLIANT	IN REVERSING THE ADA/TAGS PARKING AND ACCESSIBLE ROUTE REQUIREMENTS THE BUILDING HAS MANY SLOPES AS SHOWN ON THE EXISTING FLOOR PLAN. THE BUILDING WAS BUILT BEFORE THESE REQUIREMENTS BECAME LAW. THE BUILDING HAS A CURB CUT IS REQUIRED TO AN EXISTING RAMP WHICH HAS VOLUNTARIES. THE RAMP RAILING DOES NOT EXTEND 12 INCHES BEYOND THE RAMP AT THE TOP AND BOTTOM. THE RAMP DOES NOT HAVE A 5 FOOT LONG RAMP FOR THE RAMP DOES NOT EXTEND 12 INCHES IN BOTH BEYOND THE HANDRAIL. THE RAMP DOES NOT HAVE A 5 FOOT LONG RAMP. THE EXTERIOR DOOR AT THE TOP OF THE RAMP TO BRING ALL THE REQUIREMENT UP TO CURRENT CODE WE NEEDED TO REMOVE THE RAMP STAIRS AND DOOR AND REPLACE WITH NEW.	\$1,000
ADA - TAG COUNTERS / BREAKROOM / COFFINETS	NON - COMPLIANT	THE COST FOR THESE IMPROVEMENTS ARE INCLUDED IN THE COST FOR THE NEW ADDITION AND IS SHOWN LATER IN THE REPORT SINCE THE EXISTING WEST ENTRANCE WILL LEAD INTO THE BUILDING ADDITION.	\$1,000
BUILDING ADDITION	PROPOSED BUILDING ADDITION. FLOOR PLAN IS INCLUDED IN THIS REPORT	THE PROPOSED NEW BUILDING ADDITION TO THE WEST FIELD WHERE THE COMBINATION CITY COURSE/COURT ROOM, OFFICES AND NEW RESTROOMS. SEE THE PROPOSED SITE PLAN AND FLOOR PLAN INCLUDED IN THIS REPORT.	\$135,000
EXISTING BUILDING REMODEL	EXISTING FLOOR PLAN IS INCLUDED IN THIS PROJECT	BECAUSE OF THE FLOOR PLAN THE BUILDING ADDITION NEEDS TO BE AT THE SAME HEIGHT OF THE EXISTING BUILDING. ASSURING FINISHES AND CONSTRUCTION SIMILAR TO THE EXISTING BUILDING. THE ESTIMATED COST FOR THIS REMODEL IS \$155 PER SQUARE FOOT ON A TOTAL OF 1736,000. THIS COST INCLUDES ALL DESIGN AND CONSTRUCTION ADMINISTRATION FEES.	\$292,000
ASBESTOS	PLASTER CEILINGS IN THE EXISTING BUILDING WERE REMOVED AND REPLACED TO ELIMINATE ASBESTOS.	FLOOR PLAN SHEET C PROPOSES CHANGES TO THE FLOOR PLAN OF THE EXISTING BUILDING. THE CHANGES INCLUDE LARGER OFFICES IN PLANNING AND ZONING, A NEW COPY UNIT AREA, NEW BREAK ROOM, NEW LOBBY AREA AND NEW TECH ROOM. THESE CHANGES WOULD REMOVE 374 OF THE EXISTING BUILDING FOOTPRINT ALLOWING 312 PER SQUARE FOOT FOR THESE CHANGES. THE TOTAL COST WOULD BE \$192,000. THE EXISTING CORRIDOR IS USED AS A RETURN AIR RETURN AND IS NOT THE RATED. THESE ITEMS WOULD BE ADDRESSSED WITH THE REMODELING.	
TOTAL: INCLUDES ALL DESIGN, CONSTRUCTION, AND CONSTRUCTION ADMINISTRATION FEES			\$1,341,000

NO.	BY	DATE	SCALE	NOTED
1	MS	9/8/2016	AS SHOWN	

1 OF 4

CITY OF SNYDER
CITY HALL FACILITY ASSESSMENT
SNYDER BUILDING EVALUATION
SNYDER, TEXAS



3483 CLARR LANE
AUBLENE, TX 78806
325-685-1370
1988 SANYA FE DR STE 204
WILSON, TX 75150
817-951-9800
P: 817-271-7111





PROPOSED - SITE PLAN

NO.	REVISION	DATE	SCALE	NO.

SCALE IS ONE INCH IN LENGTH ON ORIGINAL DRAWING
CHECK SCALE & HEIGHT ACCORDINGLY

CITY OF SYNDER
CITY HALL FACILITY ASSESSMENT

SITE PLAN
SYNDER, TEXAS

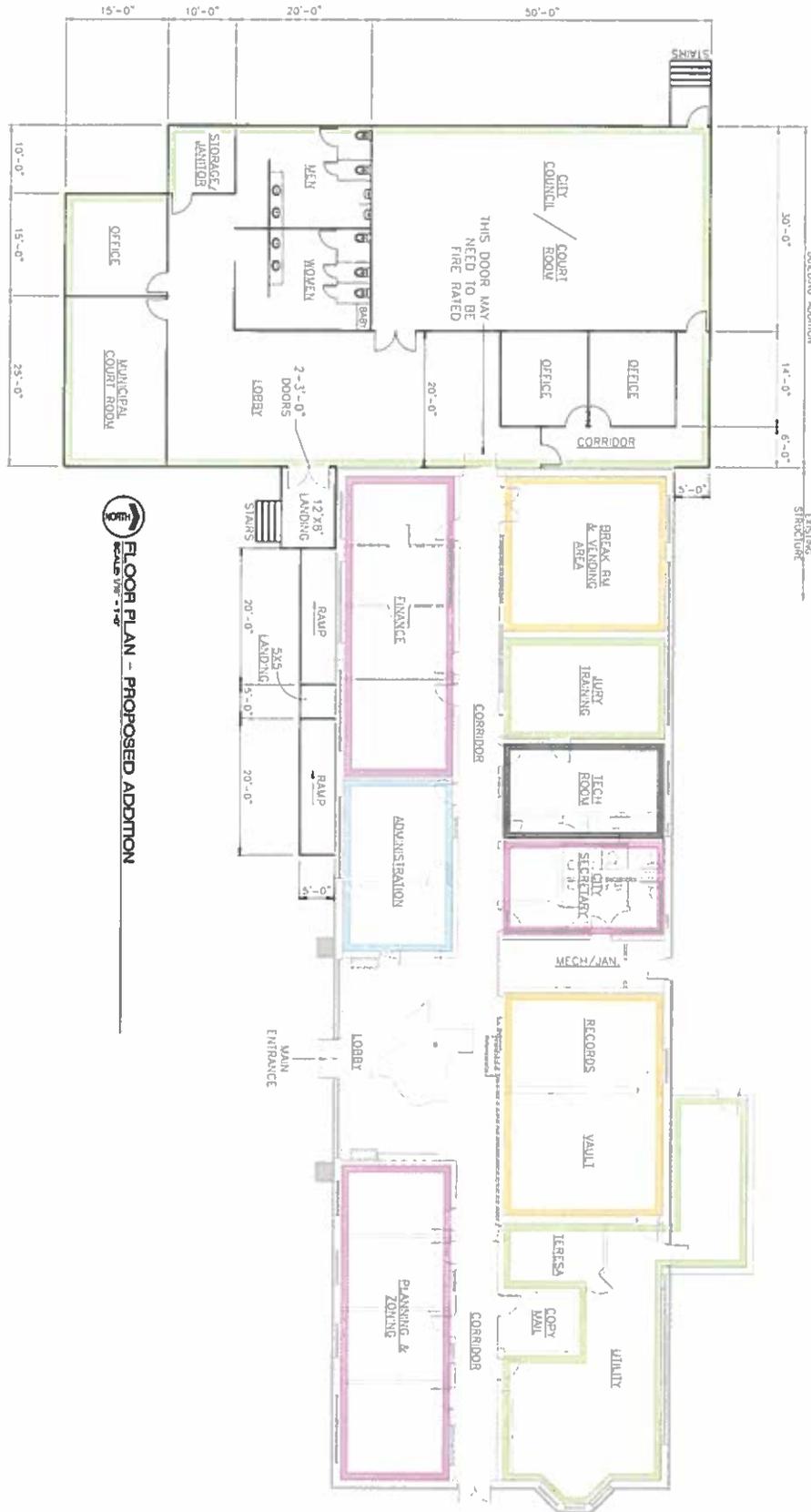
JACOB MARTIN

3405 CLAY LANE
ARLINGTON, TX 76010
325-995-1200

1508 SAN ANGELO DR. STE 704
WEATHERFORD, TX 75086
817-584-9882

TXSW 2-12240





FLOOR PLAN - PROPOSED ADDITION

NO.	REVISION	DATE	SCALE	NOTED
1				
2				
3				
4				

CITY OF SYNDER
CITY HALL FACILITY ASSESSMENT
PROPOSED ARCHITECTURAL FLOOR PLAN
SYNDER, TEXAS


JACOB MARTIN

3465 CYPRI LANE
 ARLINE, TX 76006
 254-695-1070
 1508 S.W. 44th DR. STE 204
 WEAVERFORD, TX 76088
 817-524-8800
 (TRU # P-2149)



September 27, 2016

Merle Taylor

PHASE 3 WATERLINE IMPROVEMENTS

During construction of Phase I and II of the Water and Sewer Line Improvement Projects, we encountered some cast iron lines in the distribution system that were mismarked as AC lines and/or unmarked on the maps. These lines need to be replaced as soon possible.

We are recommending that Jacob and Martin do the surveying for \$30,000.00 and engineering for \$50,000.00. We understand that it would not be possible to do all of Phase 3 next year. We would like for all surveying and engineering designs to be completed this upcoming year. Our plan is to complete approximately \$420,000.00 of Phase 3 next year and complete the rest as budget allows over the next several years.

Amount Budgeted	\$ 500,000.00
Engineering	(50,000.00)
<u>Surveying</u>	<u>(30,000.00)</u>
Total For Phase 3	\$ 420,000.00

Department 75 – Water Distribution
Amount Budgeted - \$ 500,000.00

Respectfully,



Elias Torres

Merle Taylor

Subject: FW: Phase 3 Water Line Improvements

From: Eli Torres [mailto:etorres41@icloud.com]
Sent: Tuesday, September 27, 2016 8:39 PM
To: Shai Green <sgreen@ci.snyder.tx.us>; Merle Taylor <mtaylor@ci.snyder.tx.us>
Subject: Fwd: Phase 3 Water Line Improvements

Eli Torres
Director of Public Works
City of Snyder
325-575-3110
etorres41@icloud.com

Begin forwarded message:

From: Kirt Harle <kirth@jacobmartin.com>
Subject: Phase 3 Water Line Improvements
Date: September 27, 2016 at 11:31:06 AM CDT
To: Eli Torres <etorres@ci.snyder.tx.us>
Cc: Cory Higgins <chiggins@jacobmartin.com>

Eli,

Based on our conversation I would recommend budgeting \$80,000 for engineering design, construction management and surveying for the first year of the Phase 3 water line improvements. Assuming all of the surveying and design work is done in year one, I would recommend budgeting \$15,000 for engineering construction management for the subsequent years of the phase 3 improvements.

Thanks,

KIRT HARLE, P.E.
JACOB | MARTIN
3465 Curry Lane
Abilene, TX 79606
Ofc) 325.695.1070
Mbl) 325.280.5103
jacobmartin.com



CITY OF SNYDER
PHASE 3 WATERLINE IMPROVEMENTS

OPINION OF PROBABLE COST

SEPTEMBER 13, 2016

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
CONSTRUCTION COSTS					
1	12" DR25 C900 PVC Water Line	770	LF	\$ 43	\$ 33,110
2	10" DR25 C900 PVC Water Line	1,250	LF	\$ 39	\$ 48,750
3	8" DR25 C900 PVC Water Line	660	LF	\$ 34	\$ 22,440
4	6" DR25 C900 PVC Water Line	11,200	LF	\$ 26	\$ 291,200
5	4" DR25 C900 PVC Water Line	350	LF	\$ 26	\$ 9,100
6	12" Gate Valve & Box	1	EA	\$ 2,500	\$ 2,500
7	10" Gate Valve & Box	3	EA	\$ 2,100	\$ 6,300
8	8" Gate Valve & Box	1	EA	\$ 1,300	\$ 1,300
9	6" Gate Valve & Box	36	EA	\$ 750	\$ 27,000
10	4" Gate Valve & Box	2	EA	\$ 700	\$ 1,400
11	12" Water Line Connection	2	EA	\$ 2,000	\$ 4,000
12	10" Water Line Connection	3	EA	\$ 2,000	\$ 6,000
13	8" Water Line Connection	2	EA	\$ 1,900	\$ 3,800
14	6" Water Line Connection	22	EA	\$ 1,000	\$ 22,000
15	4" Water Line Connection	1	EA	\$ 900	\$ 900
16	2" to 3" Water Line Connection	3	EA	\$ 600	\$ 1,800
17	Water Service Reconnect	110	EA	\$ 700	\$ 77,000
18	Replace Meter Box	110	EA	\$ 300	\$ 33,000
19	2" FV	1	EA	\$ 2,000	\$ 2,000
20	Fire Hydrant	15	EA	\$ 3,200	\$ 48,000
21	Cut and Cap Ex WL	19	EA	\$ 600	\$ 11,400
22	Pavement Repair	12,200	LF	\$ 20	\$ 244,000
23	Metal Detectable Tape	15,000	LF	\$ 0.20	\$ 3,000
	Construction Subtotal				\$ 990,000
	<i>Construction Amount Already Surveyed & Designed</i>				<i>\$ 220,000</i>
	<i>Construction Amount Requiring New Survey & Design</i>				<i>\$ 680,000</i>
	Contingencies (10%)				\$ 99,000
TOTAL CONSTRUCTION COSTS:					\$ 990,000

NONCONSTRUCTION COSTS

Engineering	\$75,000
Surveying	\$30,000
As-Built GIS Data & Mapping	\$5,000
TOTAL NONCONSTRUCTION COSTS:	\$110,000

PROJECT TOTAL

\$1,100,000

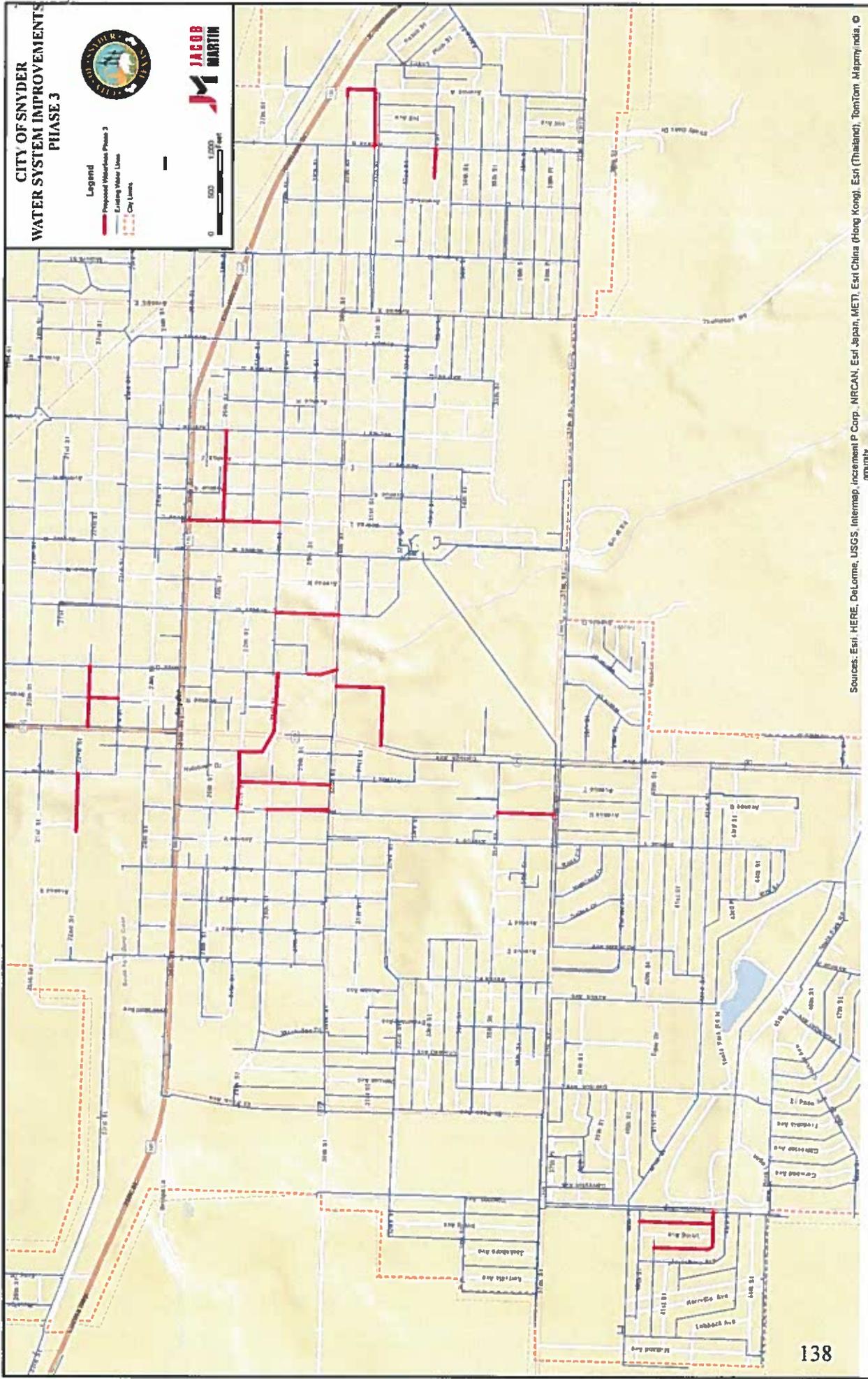
NOTES:

Approximately 3400LF of proposed 8" and 6" waterline has already been designed. Engineering and surveying costs have been adjusted accordingly.

**CITY OF SNYDER
WATER SYSTEM IMPROVEMENTS
PHASE 3**



- Legend**
- Proposed Waterlines Phase 3
 - Existing Water Lines
 - City Limits



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, MapmyIndia, ©

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Request for Proposals

Solar Photovoltaic System & Power Purchase Agreement

Snyder is requesting proposals from qualified firms for installation of a solar photovoltaic (PV) Snyder and implementing Power Purchase Agreements (PPAs).

OVERVIEW

Snyder is seeking submission of proposals from interested firms that are capable of engineering, financing, constructing, installing, operating and maintaining solar energy system(s) under a PPA as described within this Request for Proposals (RFP). The installation site will be at the City's closed landfill and the power to the City's water treatment plant adjacent to the landfill.

Responses shall be in accordance with the "Submittal Requirements" as set forth below and must be submitted no later than Monday, July 18, 2016 at 2:00 PM. Late responses will not be considered. Each response shall be treated as confidential until this deadline, after which each response shall become public.

PROJECT REQUIREMENTS

By this statement, the terms of this Section are incorporated by reference into each proposal submitted and will be in the contract to be awarded.

The successful proposer awarded the contract shall be obligated to perform or cause to be performed the following required elements, among all other unlisted but necessary steps to accomplish the project described in this RFP. You are advised to so consider the time and cost of such performance in formulating your proposal. By submitting a proposal, you accept these obligations and covenant with the City of perform as follows:

- You are responsible for obtaining all required permits and approvals from regulatory authorities having jurisdiction over any aspect of the project;
- Notwithstanding the attachment of an aerial photograph to this RFP, you have made an on-the-ground inspection of the proposed site for the installation of the solar PV system and find it suitable for the intended purposes of this project;
- You understand that the proposed site is upon and over a closed sanitary landfill subject to regulations of the Texas Commission on Environmental Quality and/or the U. S. Environmental Protection Agency, thus the solar PV system will have to be surface installed with NO excavation or penetration of the surface deeper than _____ inches;
- At all times during construction of the solar PV system and during the term of the PPA. You will provide insurance and indemnity as specified in the contract to protect the City from all claims, losses, damages, and attorney fees that arise out of or relate to the solar PV system for (1) any violation of the landfill cap regulations or other applicable environmental regulations; (2) damage to property of the city or others; and, (3) bodily injury or death of any person;
- You will use only equipment and components that meet or exceed applicable product codes or standards;
- Electrical equipment and components shall be constructed and installed on-site in

compliance with current edition of the National Electric Code. Other construction to be in compliance with International Building Code as modified by the City of Snyder in Chapter 3 of the Municipal Code of Ordinances;

- Upon placing the solar system into operation, provide to the city copies of warranty information on all technology, equipment, components installed or constructed;
- During the term of the PPA, you will monitor performance of the system daily and provide all necessary maintenance and repairs to assure the system produces minimum power outputs stated in this RFP;
- During the term of the PPA, you must assure the city receives the bargained for electricity (quantitative and qualitative) at a materially lower price than the city would spend to purchase such electricity in the retail market.
- Upon expiration of the PPA, you will transfer ownership of the PV system with all equipment and components to the city.
- Prior to the transfer of ownership, you will provide comprehensive training for operating and maintain the solar system, including all O & M manuals for the equipments components.

MINIMUM QUALIFICATIONS OF THE FIRM

Snyder may award a contract to the firm that, in its sole opinion, is the most capable of providing the range of services described and anticipated by this RFP, including the Project Requirements and other elements in this RFP. To be considered for this project, a provider must demonstrate knowledge and experience in providing turnkey services for solar PV systems with battery storage, including engineering, financing, constructing, and maintaining the solar PV system, specifically demonstrating:

1. Existing project financing capital available for immediate project deployment with a proven track record of financing solar PV projects (e.g. having financed and *completed* a minimum of \$500,000 in projects).
2. In-house design and engineering capabilities
3. In-house project management and construction capabilities, including a Texas contractors' license
4. In-house operations and maintenance
5. Solar PV System References with County, City or public school governments
 - Experience working with municipal customers
 - Experience successfully financing, permitting, constructing, operating and maintaining similar sized projects

Snyder reserves the right to investigate the qualifications of all firms under consideration and to confirm any part of the information furnished by a supplier, or to require other evidence of managerial, financial or technical capabilities that are considered necessary for the successful performance on this RFP.

SUBMITTAL REQUIREMENTS

FORMAT

For ease of evaluating the proposals, provide your firm's proposal according to the following outline. Do not provide information not relevant to the questions in the RFP. Brevity and clarity of responses is strongly preferred.

COVER LETTER

Provide a brief cover letter with the Proposal and highlight any omissions or additions to the proposal. The letter shall clearly indicate that the respondent has carefully read all the provisions in the RFP. Include any special notes which may help with the review of your response, and note any confidential sections of the proposal.

COMPANY PROFILE

Company Background

- Year Founded
- Status (public or privately held)
- Financial information (if public, provide link to public financial statements)
- Executive Officers
- Total number of employees, and number of regional employees dedicated to solar PV battery storage in Texas

Solar PV Capabilities

- Logistics
 - Number of warehouses nationwide, and within the State of Texas
 - Location of closest warehouse / logistics center(s)
 - Inventory
- Personnel
 - Number of personnel in your national and local workforce
 - Qualifications of Local project management
- Permits and Approvals
 - Describe experience in obtaining permits for similar size and scope projects as this RFP
 - Produce proof of three current interconnection approval agreements in Texas

In-House Design and Engineering Capabilities

- Describe your approach to the system design for the proposed sites
- Number of dedicated in-house Designers and the total number of Megawatts managed by this team
- Provide a list of all contractors licenses, including classification and number
- Provide a timeline and sequence of major development steps against which your progress on the project may be measured.

Project Requirements

State and explain any exception to or concern you may have with performing any of the covenants stated in the section of this RFP entitled, "Project Requirements," which are

incorporated by that section into your proposal.

EXPERIENCE AND REFERENCES

Municipal Customers

- Examples of Solar PV system, including battery storage, projects completed with municipalities, counties, or other local governmental entities in Texas.

Solar PV PPA Customers

Fill out the following for at least five (5) PPA-only Solar PV customers:

	Name	Location	System type	System Size (kWdc)	Projected completion date	Actual completion date
1						
2						
3						
4						
5						

Solar PV PPA References

Provide three (3) Solar PV Power Purchase Agreement (PPA) references in which your firm provided turnkey services for solar PV, including engineering, financing, constructing, and maintaining the solar PV system, along with a brief description of the work provided for these clients.

	Project Name	Location	Project Scope	Reference Contact Information
1				
2				
3				

SOLAR PV POWER PURCHASE AGREEMENT (PPA) CAPABILITIES

You will be required to obtain and administer interconnection agreements; provide proof of three such current agreements in Texas.

- Describe your firm's ability to raise tax equity financing, including total tax equity capital raised to date.
- Provide your firm's total PPAs contracted to date (Number of MW).
- Provide an overview of your firm's available funds for projects of this type.
- Describe your firm's in-house structured finance team.
 - Provide resumes of key team members.
- Provide a letter of reference from at least two (2) investors.
- Describe your firm's approach to financing the proposed PV solar battery storage systems.
- Describe the structure of agreements your firm has with the investor(s) proposed to finance the proposed PV solar systems. Do you have funds already established that would accept these projects?
- Provide your firm's standard Power Purchase Agreement and any related documents (performance guarantee, etc.)

PROJECT APPROACH

The submitting firms must have demonstrated technical and managerial capability across a broad range of qualifying criteria, including: design, construction, funding expertise, project/construction management, monitoring and maintenance of solar PV systems with battery storage. Snyder will consider the following background and experience factors in the evaluation of all proposals.

Project Management

- Describe your firm's approach to locally managing project(s) within Texas. If this project is to be managed and/or administered by a different office location, provide the location of the office(s) that will manage the project, along with their areas of responsibility, and the division of duties.
- What is your onsite expected total number of days required onsite?

Project Team

- Provide a detailed organization chart for the Project Team, including roles and responsibilities of each party. Provide full contact information for each business entity, person, or firm involved in the proposal and their role in the project (i.e., design, installation, permitting, equipment supply by component, operations and maintenance).
- Provide biographies of each major team member including their specific experience with solar battery storage or experience with other components and functions of the system you propose to install.

Safety Procedures and Protocols

- Describe your firm's safety procedures and protocols applicable to this type of project.
- If available, provide a table of contents or outline of the safety manual that governs operations for your firm.

Monitoring Production

- Describe the energy production monitoring system your firm intends to supply Snyder.

Operations and Maintenance Program

- Describe your firm’s routine maintenance activities to be used on this project.
- Describe your firm’s escalation protocols if the system under-produces.
- Describe your firm’s performance guarantee for the proposed solar system(s), if any.

PROPOSED SOLAR PV SYSTEM PRICING

Power Purchase Agreement (PPA) Specifications:

Please state your proposed specifications for each element listed here

- **Term:** ___ of years
- **First year’s total kWh output**
- **Annual degradation expectation** over the term of the PPA
- **PPA Price:** Fully describe the electricity pricing you propose for the city. You are not limited to the following options but you must also show these:

	No Available Incentive	With Available Incentive*
0% Annual Escalator	[]	[] 2%
Annual Escalator	[]	[]

- *With Available Incentives: State the name, amount of incentive, and requirements for [City of Snyder, Texas] to secure incentives included.
 - Provide the price adder for [City of Snyder, Texas] to retain the Renewable Energy Credits (RECs).
- **Timing:**
 - PPA execution: _____
 - System(s) completion: [] days after PPA execution
- **End of term options:** PPA renewal at then-current rate, or purchase at fair market value, or remove solar PV system at provider’s expense or transfer to city.
- **Renewable Energy Credits, Buy downs, Rebates, and other incentives:**
 - It is assumed that RECs will remain with you. If this assumption is not part of your proposal, then please explain.
 - Describe any Buy down, rebate, or other cash-based or performance based incentives you anticipate receiving for this solar PV system.
 - Provide a financial pro forma showing the cash flow anticipated from the RECs and all forms of incentives and how you will share such savings with the city or not.
- **Other:**
 - Fully state all other information and considerations you believe are necessary in order for the city to make an informed decision upon the PPA terms you propose, including why your proposal may be superior to your competitors who may submit a replay to this RFP.

Project Assumptions:

Provide a detailed list of your design / construction assumptions, including but not limited to the following:

- **Output Modeling:** System output should be modeled using PVWatts v2; or if not, state the system used to estimate production. AC run lengths maximum of [_____]
- **Tilt angle:** [_____]
- **Other Assumptions:** [_____]

PROPOSAL EVALUATION PROCESS

Providers will be evaluated and preference will be given to the firm that demonstrates superior range of services, ability to deliver proposed technical and contractual solutions, additional services, and flexibility in developing and implementing successful projects.

Snyder reserves the right to cancel the request for proposals (RFP), modify any requirements contained within the RFP and request a revised submission from all suppliers, and to establish other evaluation criteria determined to be in the best interest of Snyder.

Note: Snyder reserves the right to contract with any of the firms responding to this RFP based solely upon its judgment of the qualifications and capabilities of the firm.

Evaluation Criteria Percentage

Criteria	Percentage
Company Profile	10%
Experience & References	20%
PPA Capabilities	25%
Project Approach	20%
Solar PPA Price*	25%

ECONOMY OF PROPOSALS

Snyder will not be responsible for any expenses incurred by any firm in preparing and submitting a response for this RFP. Proposals should be prepared simply and economically and give a straightforward and concise description of the respondent's capabilities to satisfy the requirements of the RFP and the project. Emphasis should be placed on completeness and clarity of content.

RFP PROCESS TIMELINE

The RFP development will progress according to the following timeline:

ACTION:	DATE:
Issue RFP	
Questions Due	
Questions Answered	
Proposals Due	
Short Listed Respondents Notified	
Q&A Interviews	
Successful Provider Notified	
Notice to Proceed	

SUBMISSION FORMAT AND DEADLINE

DUE DATE: YOUR SUBMISSION MUST BE RECEIVED BY THE CITY NO LATER THAN ____ AM/PM CENTRAL TIME ON _____, _____, 2016 AT THE CITY HALL ADDRESS SHOWN BELOW.

Submissions must be timely delivered via either electronic or hardcopy format as follows:

- **Electronic:** One (1) electronic version of your proposal must be received no later than the Proposals Due Date listed above. All electronic proposals must be submitted to:

[dnicholson@ci.snyder.tx.us] with the following subject line: [_____] response by [_____].
(bid number)

- **Hardcopy:** One (1) original hardcopy and four (4) additional copies of your proposal must be received no later than the Proposals Due Date listed above. All hardcopy proposals must be submitted to the following address:

[David Nicholson -
Purchasing City of
Snyder City Hall
1925 24th St
Snyder, Texas 79549]

Hardcopy proposals may be mailed or hand delivered in a sealed envelope. Proposals received after the deadline will not be evaluated.

All submittals become the sole property of Snyder.

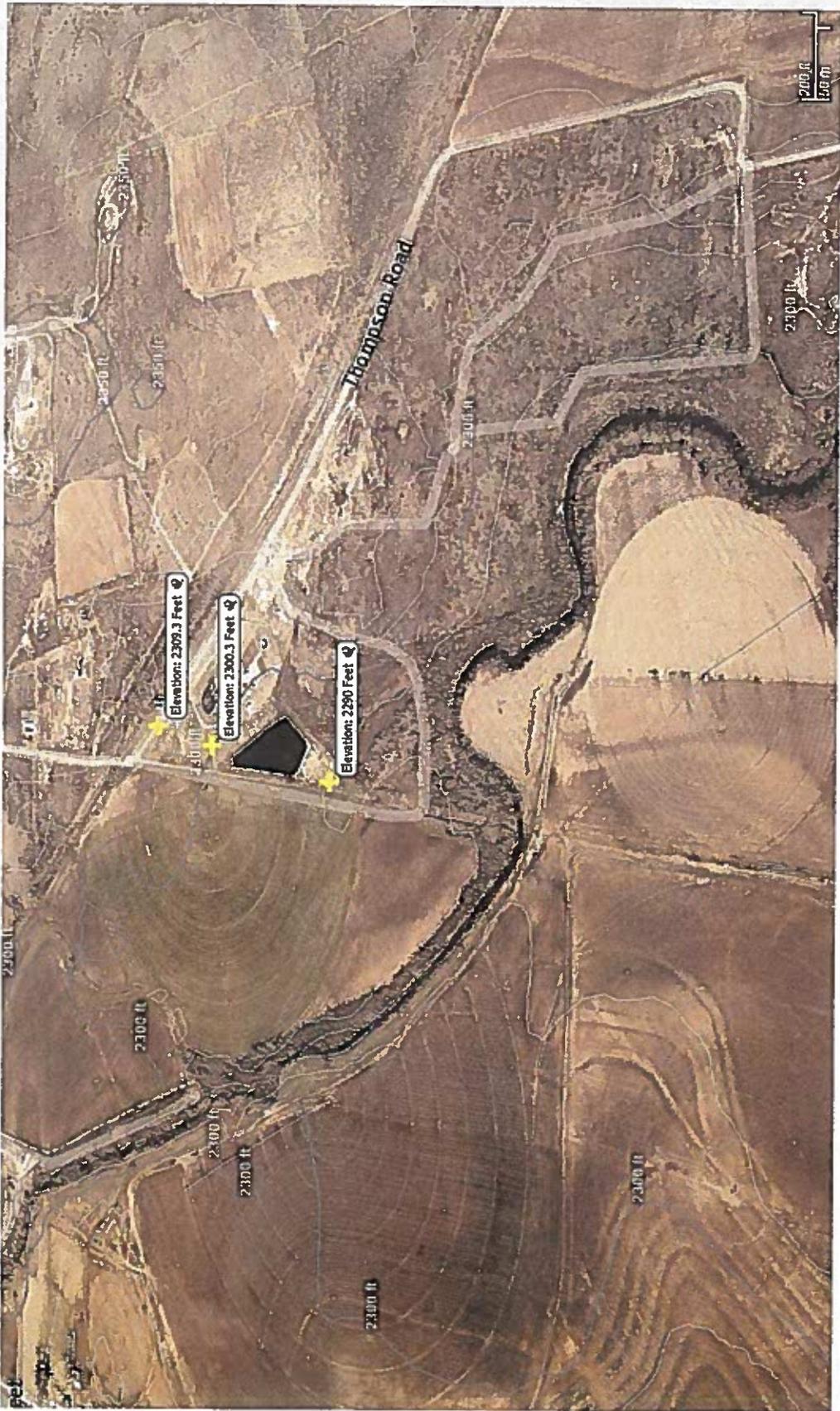
The content of all submittals will be held confidential until the selection of a firm is made. However, the city is subject to and strives to comply with the Texas Public Information Act. Therefore any representation, promise, or assurance of confidentiality is the RFP is qualified and limited any the obligation of the city under said Act. Any proprietary information within the proposal must be clearly designated and must be labeled with the words "PROPRIETARY INFORMATION." Appropriate references to this information must appear in the cover letter as well as in the body of the

proposal. In the event that city receives a public information request, the matter will be referred to the Texas Attorney General to determine what portion of your submittal is confidential or subject to public disclosure. You will be notified and allowed the opportunity to make your argument for confidentiality to the Attorney General in accordance with the Texas Public Information Act.

REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION

Questions and requests for clarifications or additional information regarding this RFP shall be submitted via email to [dnicholson@ci.snyder.tx.us] no later than the questions due date shown in the RFP Process Timeline, above. Responses to all questions will be provided to bidders as an addendum to the RFP.

City of Snyder – Closed Landfill



a

Axium Solar

Bus: (855) 633-8680
E-mail: sales@axiumsolar.com

d

Druzhinin, Niko

E-mail: niko@freedomssolarpower.com

g

Good Faith Energy

Bus: (469) 209-5910
E-mail: management@goodfaithenergy.com

Greenbelt Solar

Bus: (512) 750-7497
E-mail: info@greenbeltsolar.com

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h

HESolar, LLC

Bus: (512) 921-6763
E-mail: info@hessollc.com

Holtek Solar

Bus: (254) 751-9111
E-mail: holt@holteksolar.com

i

Ivan Self

Bus: (817) 789-9524
E-mail: iself44@hotmail.com

l

Longhorn Solar

Bus: (512) 837-4800
E-mail: contact@longhornsolar.com

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Malar, Matt

Bus: (813) 343-5960
E-mail: matt@ispc.com

Mark Johnson

Bus: (513) 814-7979
E-mail: majohnson@rbisolar.com

Meridian Solar

Bus: (866) 913-5641
E-mail: info@meridiansolar.com

n

Native Solar

Bus: (512) 547-8084
E-mail: cathy@buildnative.com

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Niko

Bus: (800) 504-2337
Mobile: (925) 262-3769
E-mail: niko@freedomssolarpower.com

p

Peter Levitt

Mobile: (267) 992-2513
E-mail: plevitt@solarcity.com

s

Scot Arey

Bus: (254) 300-1228
E-mail: scot.arey@solarcentex.com

Self Reliant Solar

Bus: (512) 914-1706
E-mail: info@selfreliantsolar.com

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Texas Solar Outfitters

Bus: (713) 802-0223
E-mail: info@texassolaroutfitters.com

Texas Solar Power

Bus: (512) 459-9494
E-mail: info@txspc.com

Thomas Stumpf

Bus: (214) 264-8167
E-mail: tstumpf@solarcity.com



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File As

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File As

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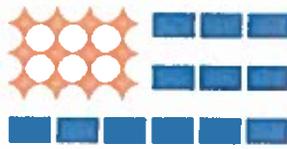
Hm Fax

E-mail

E-mail 2

E-mail 3





Cover Letter

Founded in 2007, Freedom Solar started as an installation company, constructing some of the largest solar projects in Texas. After establishing ourselves as a leading photovoltaic (PV) panel installer, Freedom Solar expanded the business model to offer services directly to residential, commercial, and institutional markets. Since that time, we have installed over 13 megawatts of solar panels, including hundreds of residential customers and well known corporate clients such as Whole Foods, Office Depot, Lake | Flato, and the University of Texas to name a few.

Freedom Solar lets accountability shape our work and believe that aligning our interest with our customer goals is paramount to achieving their long-term needs. Our passion for installing quality solar systems encompasses a 25-year history by our dedicated design and installation team. Our team is committed to fostering sustainable energy solutions while providing a focus on your bottom line.

In addition to our technical aptitude, Freedom Solar guarantees standards of the highest level in residential and commercial construction. We specialize in roof mounts, ground mounts, pole mounts, and carports/parking structures.

Freedom Solar's many satisfied clients include:

- U.S. Army
- U.S. Air Force
- National Guard
- State of Texas
- Texas Parks and Wildlife
- Department of Defense
- City of Austin
- University of Texas
- Office Depot
- Alori Properties
- Coahoma Independent School District
- Electronic Power Design Inc.
- Lake Flato
- Overland Partners
- MK1
- OCO Architects
- Alamo Architects
- Whole Foods



FREEDOM SOLAR POWER COMPANY PROFILE

Company Background

Year Founded: 2007

Status: Privately Held

Executive Officers: **Bret Biggart, Adrian Buck, Kyle Frazier, Meredith Jarrett, Chad Preece**

Total number of employees: 69

Number of warehouses within the State of Texas: Two

Location of closest warehouse / logistics center(s): Austin, TX

Qualifications of Local project management: NABCEP, TECL

Describe experience in obtaining permits for similar size and scope projects as this RFP: **Freedom Solar Power has a dedicated team responsible for obtaining permits and has done projects for major institutional clients including: Huston Tillotson University, University of Texas, Northwest Vista College, and numerous others.**

Produce proof of three current interconnection approval agreements in Texas [Please See Attached]

Describe your approach to the system design for the proposed sites: **Freedom Solar Power will work with our partners at SunPower to design the most optimal system design for the City of Snyder. Our system will maximize power production, while reducing costs through a tracker system.**

Number of dedicated in-house Designers: **Three designers that manage 13MW of projects.**

Provide a list of all contractors licenses, including classification and number [PLEASE SEE ATTACHED]

Project Timeline:

7/28/2016 – Contract Awarded

8/1/2016 – PPA Execution

8/15/2016 - Finalizing Design and Submitting Permitting Documents

10/1/2016 – Construction Begins with Preparation of Galvanized Steel Structures

11/1/2016 – Steel Structure Complete; Begin Laying Panels

1/1/2017 – System Operational

Freedom Solar Power is confident that it can perform all project requirements as outlined in this document.

EXPERIENCE AND REFERENCES

Sample Projects Completed By Freedom Solar, LLC

*** Please see references and contact information for selected projects below.*



Pharr Border Crossing:
Location: Pharr, Texas
Year Completed: 2010
Description of Project: 100kW, ballasted array, no penetration



Laredo Federal Court House:
Location: Laredo, Texas
Year Completed: 2009
Description of Project: 75kW, roof-top ballasted array, high security



Laredo Border Crossing:
Location: Laredo, Texas
Year Completed: 2010
Description of Project: 130kW, roof-top ballasted array, high security



Camp Mabry (Car Port Structure):
Location: Austin, Texas
Year Completed: 2010
Description of Project: 150kW, car port structure, high security



Ft. Hood Engineering Dept. (Car Port Structure):
Location: Fort Hood, Texas
Year Completed: 2009
Description of Project: 40kW, car port structure, high security



Glen Bell Water Treatment (PVL Install):
Location: Austin, Texas
Year Completed: 2009
Description of Project: 110kW, direct mount PVL



Texas Parks and Wildlife:

Location: Brazoria, Texas / Amarillo, Texas / Austin, Texas / Houston, Texas

Year Completed: 2009-2010

Description of Project: (4) 50kW roof- mount ballasted array



Coahoma ISD:

Location: Coahoma, Texas

Year Completed: 2011

Description of Project: 189kw , Grid Interactive PV System, roof-mount ballasted, no penetration



Electronic Power Design, Inc.:

Location: Houston, Texas

Year Completed: 2011-2013

Description of Project: 300kW, roof-mounted/PVL, Grid Interactive PV System



JJ Pickle Research Facilities:

Location: Austin, Texas

Year Completed: 2011

Description of Project: 360kw, ground mount/car port, Grid Interactive PV System



St. John's Lutheran Church:

Location: San Antonio, Texas

Year Completed: 2013

Description of Project: 60kW, roof-mounted ballasted array, no penetration

Alamo Architects

Location: San Antonio, Texas

Year Completed: 2012

Description of Project: 50kW, roof-top array, no penetration



- 1. Whole Foods Market**
190kW commercial installation, rooftop ballasted system.
Contact: J'aime Mitchell
Phone: 512-623-9242
Email: Jaime.mitchell@wholefoods.com
Address: Domain: 11920 Domain Drive, Austin, TX 78758
- 2. Electronic Power Design (EPD)**
225kw commercial installation, non-penetrating rooftop system.
Contact: Brent Baker
Cell: 713-412-8081
Email: brentbaker@epdltd.com
Address: 15200 North Freeway, Houston, TX 77090
- 3. Suburban School**
46kW commercial installation, rooftop ballasted system.
Contact: Bryce Tearney
Phone: 210-215-5105
Email: btearney@suburbanschool.com
Address: 5409 Encino Park Rd. San Antonio, TX 78240
- 4. North West Vista College**
230kW commercial installation, parking canopy.
Contact: Brent Dawson
Cell: 210-394-1949
Email: bdawson@bartlettcocke.com
Address: 3606 West Loop, San Antonio, TX 78251
- 5. Overland Partners Architect**
75kw commercial installation, non-penetrating rooftop system.
Contact: Patrick Winn
Cell: (210) 829-7003
Email: patrickw@overlandpartners.com
Address: 203E Jones Ave, Suite 104. San Antonio, TX 78215
- 6. Coahoma Independent School District**
190kW commercial installation, rooftop ballasted system.
Contact: Gary Harrell
Cell: (432)-394-4535
Email: gharrell@coahoma.esc18.net
Address: 10 North Main Street. Coahoma, TX



Solar PV PPA Customers

Fill out the following for at least five (5) PPA-only Solar PV customers:

	Name	Location	System type	System Size (kWdc)	Projected completion date	Actual Completion date
	None					

Solar PV PPA References

Provide three (3) Solar PV Power Purchase Agreement (PPA) references in which your firm provided turnkey services for solar PV, including engineering, financing, constructing, and maintaining the solar PV system, along with a brief description of the work provided for these clients.

	Project Name	Location	Project Scope	Reference Contact Information
	None			

SOLAR PV POWER PURCHASE AGREEMENT (PPA) CAPABILITIES

Describe your firm’s ability to raise tax equity financing, including totally tax equity capital raised to date. **Freedom Solar has several partners including SunPower and Sol Systems who have the ability raise equity capital to finance these types of projects.**

Provide your firm’s total PPAs contracted to date (Number of MW). **Freedom Solar Power has installed over 13MW of solar installation all over Texas, however the majority of these projects were through outright purchase.**

Provide your firm’s standard Power Purchase Agreement and any related documents (performance guarantee, etc.) **[SEE ATTACHED]**

PROJECT APPROACH

Freedom Solar customizes every installation and every aspect of the project is managed by Freedom Solar from the design process, to submitting permits, receiving rebate payments, and finally, completing installation and monitoring your system.

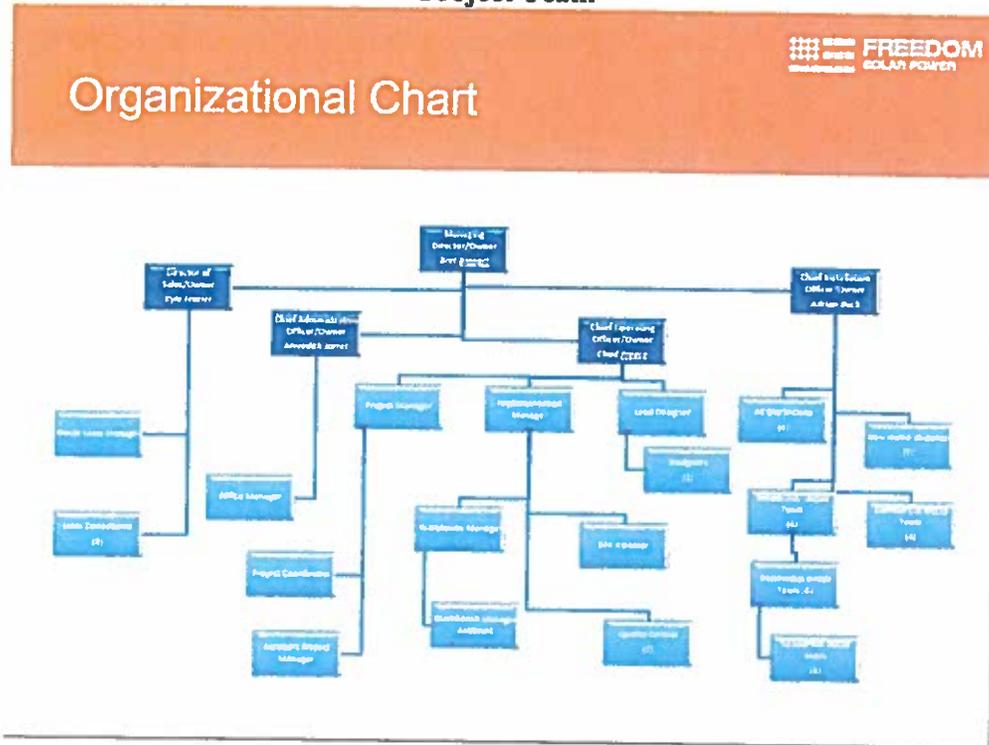
Our NABCEP certified team will carefully install the highest quality solar panels on your array with minimal disruption to Rice University. Freedom Solar only installs the highest quality solar panels manufactured today. Our installation professionals are held to extremely high standards and understand that the next step of your project is equally important as the last. Freedom Solar will connect your new system to the power grid, as well as install your monitoring system. Additionally, Freedom Solar continually monitors your system output to ensure that it is

performing properly. Freedom Solar also will provide Rice University with an online application to view their savings on their energy usage.

Project Management

Freedom Solar Power is based in Austin, Texas. We operate exclusively in Texas and have ample experience operating in Oncor territory and interconnecting projects within ERCOT jurisdiction.

Project Team



Adrian Buck, Founder & Chief Installation Officer (adrian@freedomspower.com, 512-695-6204)

Mr. Buck is a pioneer in the Texas solar market, with over ten years of solar installation experience to date. Prior to founding Freedom Solar in 2007, he was the Lead Installer for Texas Solar Power Company.

Mr. Buck has worked with many of the Renewable Energy companies in central Texas and has installed a wide variety of systems ranging in type and size. He has installed solar thermal, wind and hybrid systems, and specializes in commercial PV. Types of systems include roof mounts, ground mounts, pole mounts, and carport structures.

Prior to beginning his career in renewable energy in 2002, Mr. Buck managed production lines for Applied Materials since 1997. Mr. Buck is a journeyman electrician and was one of the first 100 people in the country to receive the NABCEP certificate and be recognized by the North American Board of Certified Energy Practitioners, as a Professional PV installer.



Bret Biggart, Managing Director (bret@freedomssolarpower.com, 512-657-4640)

Bret Biggart currently serves as Managing Director of Freedom Solar, LLC and is responsible for business development, corporate development and financing strategy. Bret has played an integral role in Freedom Solar's expansion across both commercial and residential markets.

Previously, Bret served as Director of Business Development for WaterStreet Investment Consultants an asset management firm based in Austin focused on asset management and sub-advisory relationships for institutions with concentration in alternative investments. Prior to that, Bret was Vice President of Business Development at Saracen Energy Advisors. In that role, he managed investor relations with prior, current, and prospective investors, which included domestic and international high net worth individuals, hedge fund of funds, endowments, foundations, and public pensions, representing over \$1.4 billion in assets under management. Prior to Saracen, Mr. Biggart's investment background consisted of over four years with two private equity firms. First, as a senior analyst at Pacific Corporate Group, a private equity management and consulting firm and, most recently, as an Associate at Genesis Park, a Texas based private equity firm.

Bret received an MBA from the Jones School of Business at Rice University and graduated with a BA from the University of Texas at Austin.

Kyle Frazier, Director of Sales (kyle@freedomssolarpower.com, 512-413-4026)

Kyle currently serves as Director of Sales for Freedom Solar, LLC and is responsible for market development and accelerating sales operations into other key markets.

Prior to joining Freedom Solar, Kyle worked in solar manufacturing with Bosch SE and SunEdison (SUNE) as Territory Manager and Director of Sales to execute on their North American sales strategy. Having covered the Central US Territory extensively, Kyle has key insights into market deficiencies and effective strategies for reaching customers. The move "downstream" allows Kyle to engage directly with home and business owners on the benefits of investing in solar.

Kyle graduated from the University of Texas with a B.A. in Economics.

Chad Preece, Chief Operating Officer (chad@freedomssolarpower.com, 512-296-7031)

Mr. Preece brings over six years of PV, solar thermal, and wind power system installation and design experience, ranging from small scale residential to large scale commercial projects across the state of Texas.

As an installer at Texas Solar Power Company, Mr. Preece was responsible for leading multiple crews, installing and designing over 180KW at the Mueller Megawatt project in Austin. Mr. Preece has also assisted in the installation of over 5MW of solar in his career. As co-founder and Chief Operating Officer at Freedom Solar, he is responsible for managing projects as well as supplier and customer relationships.

Meredith Jarrett, Chief Administrative Officer (meredith@freedomssolarpower.com, 512-640-3864 x104)

Meredith currently serves as Chief Administrative Officer for Freedom Solar Power responsible for managing the finance and accounting, human resources, operations, and marketing.

Prior to joining Freedom Solar, Meredith worked for Graystone Consulting the institutional arm of Morgan Stanley Smith Barney as a Business Development and Investor Relations Associate. In this role, she assisted in the implementation of business development initiatives, while managing the Austin group's marketing, communications and public relations efforts. Meredith also operated as the contact for the group's hedge fund managing all operations and audit procedures. Prior to

joining WaterStreet, Meredith was an Account Manager at FOX News Digital and FOX Cable Sports Networks in New York City where she was responsible for client relations and developing marketing and advertising plans.

Meredith earned a B.B.A. in Finance from the University of Texas at Austin.

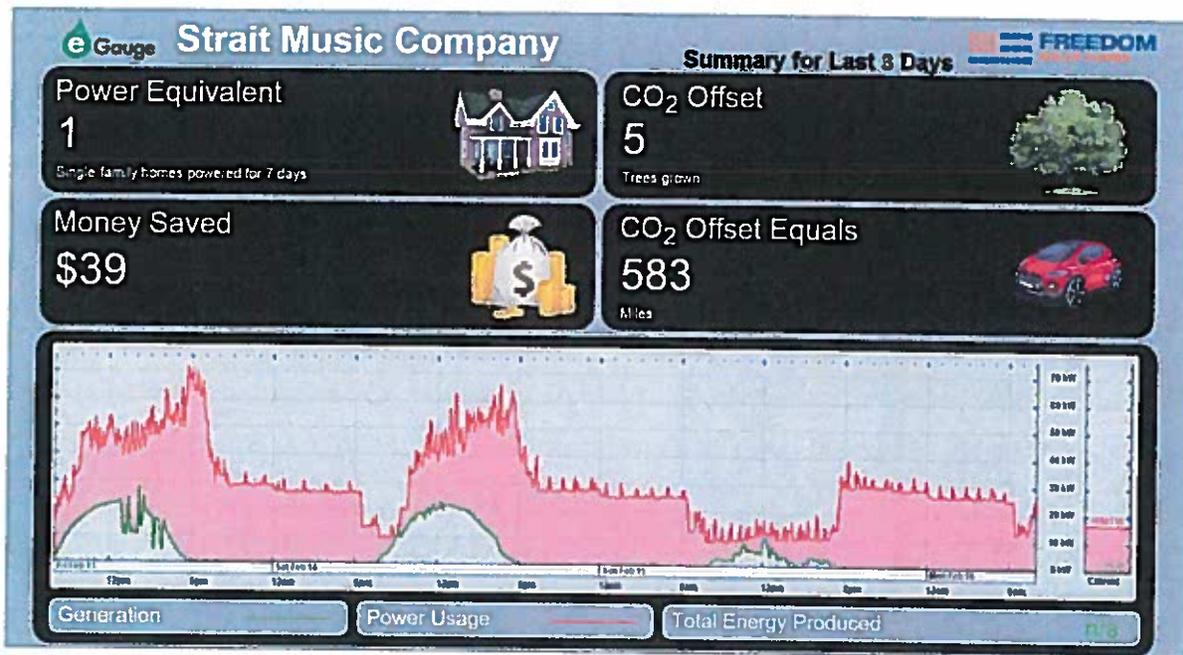
Safety Procedures and Protocols

Describe your firm’s safety procedures and protocols applicable to this type of project. If available, provide a table of contents or outline of the safety manual that governs operations for your firm. **[Please Safety Manual Attached]**

Monitoring Production

Freedom Solar will conduct ongoing monitoring for the life of the system. In the case of an alert or problem with the system, Freedom Solar will be on site within 48 hours of first alert. The City of Snyder will first be notified of the problem and a site visit will be scheduled.

This project features the EnergyLink monitoring system from SunPower. The City of Snyder will have real-time access to solar production via a secure online portal. Through this portal, City of Snyder personnel will be able to view consumption and production data and create customized reports to accurately quantify the benefits of solar. While the data will be stored in the online portal, it can be exported into a variety of formats for local use.



(Example of Customer Monitoring Portal)

Freedom Solar will install a monitoring kiosk on site and train Snyder City personnel to interpret solar data.

Operations and Maintenance Program

AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

This Interconnection Agreement ("Agreement") is made and entered into this 2nd day of JUNE, 2015, by Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Company"), and Whole Foods Market Services Inc, a Texas limited partnership ("Customer"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Agreement** – This Agreement is applicable to conditions under which Company and Customer agree that one or more generating facility or facilities of ten megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts ("Facilities") may be interconnected to Company's facilities, as described in Exhibit A.

2. **Establishment of Point(s) of Interconnection** – Company and Customer agree to interconnect Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas ("Commission") Substantive Rules 25.211, relating to Interconnection of Distributed Generation, and 25.212, relating to Technical requirements for Interconnection and Parallel Operation of On-Site Distributed Generation (16 Texas Administrative Code §25.211 and §25.212) (the "Rules") or any successor rule addressing distributed generation and as described in the attached Exhibit A (the "Point(s) of Interconnection").

3. **Responsibilities of Company and Customer** – Customer shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facilities specified on Exhibit A. Customer shall conduct operations of Facilities in compliance with all aspects of the Rules, and Company shall conduct operations on its facilities in compliance with all aspects of the Rules, and as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Customer agrees to cause Facilities to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, its facilities so as to reasonably minimize the likelihood of a disturbance, originating in the facilities of one Party, affecting or impairing the facilities of the other Party, or other facilities with which Company is interconnected.

Company shall notify Customer if there is evidence that operation of Facilities causes disruption or deterioration of service to other utility customers or if the operation of Facilities causes damage to Company's facilities or other facilities with which Company is interconnected. Company and Customer shall work cooperatively and promptly to resolve the problem.

Customer shall notify Company of any emergency or hazardous condition or occurrence with Facilities which could affect safe operation of Company's facilities or other facilities with which Company is interconnected.

Customer shall provide Company at least 14 days' written notice of a change in ownership or cessation of operations of one or more Facilities.

4. **Limitation of Liability and Indemnification** –

- a. Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to Customer other than the interconnections service addressed by this Agreement, Company's liability to Customer shall be limited as set forth in Section 5.2.1 of Company's Commission-approved tariffs, which are incorporated herein by reference.
- b. Neither Company nor Customer shall be liable to the other for damages for anything that is beyond such Party's control, including an act of God, labor disturbance, act of a public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or the making of necessary repairs upon the property or equipment of either party.
- c. Notwithstanding Paragraph 4.b of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent

that they result from Company's negligence in connection with the design, construction, or operation of its facilities as described on Exhibit A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of Customer or for Customer's costs and expenses of prosecuting or defending an action or claim against Company. This paragraph does not create a liability on the part of Company to Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

- d. Please check the appropriate box.

Private Entity

Notwithstanding Paragraph 4 b of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction, or operation of Facilities as described on Exhibit A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of Company or for Company's costs and expenses of prosecuting or defending an action or claim against Customer. This paragraph does not create a liability on the part of Customer to Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

Federal Agency

Notwithstanding Paragraph 4 b of this Agreement, the liability, if any, of Customer relating to this Agreement, for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346 and 2671-2680). Subject to applicable federal, state, and local laws, each Party's liability to the other for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct damages actually incurred, and in no event shall either Party be liable to the other for any indirect, special, consequential, or punitive damages.

- e. Company and Customer shall each be responsible for the safe installation, maintenance, repair, and condition of their respective facilities on their respective sides of the Points of Interconnection. Company does not assume any duty of inspecting Customer's Facilities.
- f. For the mutual protection of Customer and Company, only with Company prior authorizations are the connections between Company's service wires and Customer's service entrance conductors to be energized.

5. **Right of Access, Equipment Installation, Removal & Inspection** – Upon reasonable notice, Company may send a qualified person to the premises of Customer at or immediately before the time the Facilities first produce energy to inspect the interconnection, and observe Facilities' commissioning (including any testing), startup, and operation for a period of up to three days after initial startup of Facilities.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

6. Disconnection of Facilities – Customer retains the option to disconnect from Company's facilities. Customer shall notify Company of its intent to disconnect by giving Company at least thirty days' written notice. Such disconnection shall not be a termination of this Agreement unless Customer exercises rights under Section 7.

Customer shall disconnect Facilities from Company's facilities upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs of Company's facilities, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of Company's facilities serving Customer, Company shall have the right to suspend service to effect immediate repairs of Company's facilities, but Company shall use its best efforts to provide Customer with reasonable prior notice.

7. Effective Term and Termination Rights – This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving the Company sixty days' written notice, (b) Company may terminate upon failure by Customer to generate energy from Facilities in parallel with the Company's facilities within twelve months after completion of the interconnection, (c) either Party may terminate by giving the other Party at least sixty days written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default, or (d) Company may terminate by giving Customer at least sixty days' notice in the event that there is a material change in an applicable rule or statute that necessitates termination of this Agreement.

8. Governing Law and Regulatory Authority – *Please check the appropriate box.*

Private Entity:

This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

Federal Agency:

This Agreement was executed in the State of Texas and, to the extent not inconsistent with all applicable federal law (including, but not limited to: (a) the Anti-Deficiency Acts, 31 USC §§1341, 1342 and 1501-1519; (b) the Tort Claims Act, 28 USC Chapter 171, §§2671-2680, and 28 CFR Part 14; and (c) the Contract Disputes Act of 1978, as amended, 41 USC §§601-613), must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

9. Amendment – This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10. Entirety of Agreement and Prior Agreements Superseded – This Agreement, including the attached Exhibit A and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or

undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation N/A [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

11. **Written Notices** – Written notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- (a) If to Company:
Oncor Electric Delivery Company LLC
Distributed Generation Department
1616 Woodall Rodgers Freeway, Rm. 3H-011
Dallas, Texas 75202
- (b) If to Customer:
Whole Foods Market Services Inc
8180 Park Lane Suite 351
Dallas, Texas 75231

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10

12. **Invoicing and Payment** – Invoicing and payment terms for services associated with this agreement shall be consistent with applicable Substantive Rules of the Commission.

13. **No Third-Party Beneficiaries** – This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

14. **No Waiver** – The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

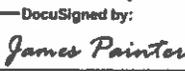
15. **Headings** – The descriptive headings of the various parts of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

16. **Multiple Counterparts** – This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC

Whole Foods Market Services Inc

BY: 
DocuSigned by:
229816EBB487444
 PRINTED NAME: James Painter
 TITLE: Senior Manager Asset Planning
 DATE: 6/30/2015

BY: 
 PRINTED NAME: Sarah Olson
 TITLE: SW Sustainability AC
 DATE: 06/02/2015

**EXHIBIT A
LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION**

Facility Schedule No.	Name of Point of Interconnection
1	Whole Foods Market Services Inc . 8180 Park Lane Suite 351 Dallas, Texas 75231

FACILITY SCHEDULE NO. 1

1. **Customer's Name:** Whole Foods Market Services Inc (Customer)
2. **Premises Owner Name:** Whole Foods Market Services Inc
3. **Facility Location:** 8180 Park Lane Suite 351 Dallas, Texas 75231
4. **Delivery Voltage:** 120/240 volts, 1 phase 3 wire
5. **Metering (voltage, location, losses adjustment due to metering location, and other):** Standard metering
6. **Normal Operation of Interconnection:** Parallel operation (grid tie inverter)
7. **One Line Diagram Attached (check one):** Yes (attached Exhibit B) / No
If yes, then the one-line drawing should show the most current drawing(s) available as of the signing of this Schedule. Company and Customer agree drawing(s) may be updated to meet as-built or design changes that occur during construction. Customer understands and agrees that any changes that substantially affect the protective or functional requirements required by the Company will need to be reviewed and accepted by Company.
8. **Equipment to be furnished by Company:** No additional equipment is to be installed by Company.
(This section is intended to generally describe equipment to be furnished by Company to effectuate the interconnection and may not be a complete list of necessary equipment.)
9. **Equipment to be furnished by Customer:**

		Qty	Manufacturer	Model Number	Capacity	Total Capacity	Certification
Solar	Inverter(s)	9	SMA	STP24000TL-US-10	24,000 W	216.00 kW	UL 1741
Solar	Panel(s)	984	Hanwha	BFR-G3 260W	260 W	255.84 kW	N/A

(This section is intended to generally describe equipment to be furnished by Customer to effectuate the interconnection and may not be a complete list of necessary equipment.)

All required facilities that customer needs for interconnection and parallel operation with Company including but not limited to all requirements provided by Substantive Rules §25.211 and §25.212 or successor and Section 3 of this Agreement.

10. **Cost Responsibility and Ownership and Control of Company Facilities:**
Unless otherwise agreed or prescribed by applicable regulatory requirements or other law, any payments received by Company from Customer will remain the property of Company. Company shall at all times have title and complete ownership and control over facilities installed by Company.
11. **Modifications to Customer Facilities:**
Customer understands and agrees that, before making any modifications to its Facilities that substantially affect the protective or interconnection parameters or requirements used in the interconnection process (including in a Pre-interconnection Study performed by Company), Customer will both notify Company of, and receive approval by Company for, such modifications. Customer further understands and agrees

that, if required pursuant to Commission Substantive Rule 25.211(m (5), it will submit a new Application for Interconnection and Parallel Operation request for the desired modifications.

12. Supplemental Terms and Conditions:

Change in Facility, Operation or On-site Distributed Generation Equipment. Customer agrees that this Agreement must be amended in writing to reflect the impact of any changes Customer desires to make in the capacity, design, specifications, operation or any of the other characteristics of the Facilities identified in this Agreement. Customer agrees that before any changes are initiated, Customer will notify Company of its plans for the desired modifications and will submit a new Application for Interconnection and Parallel Operation request for the desired modifications.

Oncor Electric Delivery Company LLC

Whole Foods Market Services Inc

BY: DocuSigned by:
James Painter

BY: [Signature]

229816EBBA67444...
PRINTED NAME: James Painter

PRINTED NAME: Sarah Olson

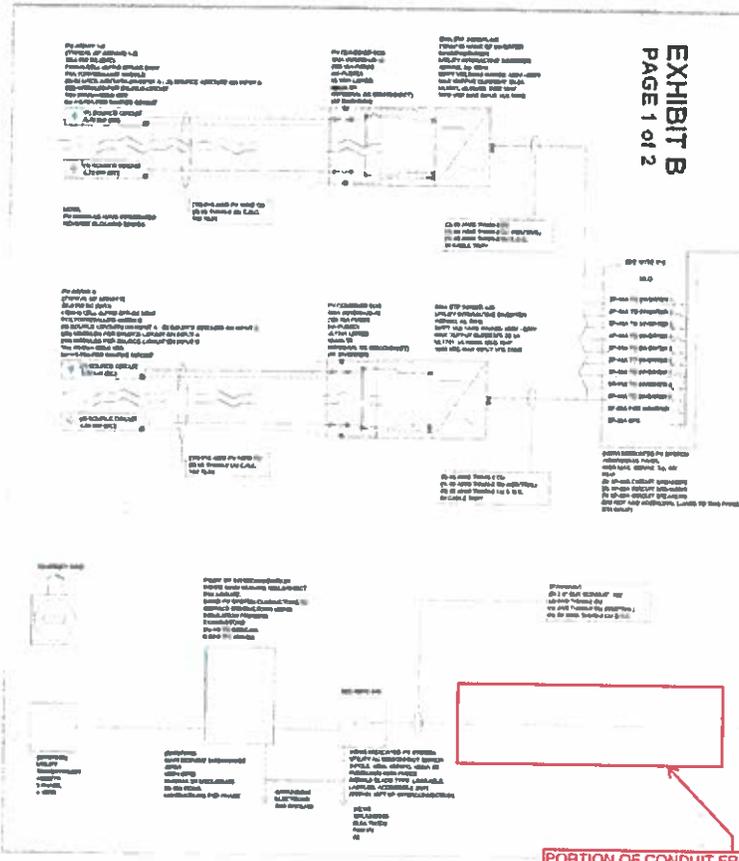
TITLE: Senior Manager Asset Planning

TITLE: SW Sustainability Ac

DATE: 6/30/2015

DATE: 06/02/2015

EXHIBIT B
PAGE 1 of 2



- ELECTRICAL NOTES**
- 1.) ALL EQUIPMENT TO BE LISTED BY UL OR OTHER NRTL AND LABELED FOR ITS APPLICATION.
 - 2.) ALL CONDUITS SHALL BE CORROSION RESISTANT FOR 600 V AND SUN-DIRECT EXPOSURE.
 - 3.) WIRING, CONDUIT, AND RACEWAYS MOUNTED ON ROOFTOPS SHALL BE ROUTED DIRECTLY TO, AND LOCATED AS CLOSE AS POSSIBLE TO THE NEAREST RIDGE, HIP, OR VALLEY.
 - 4.) WORKING CLEARANCES AROUND ALL NEW AND EXISTING ELECTRICAL EQUIPMENT SHALL COMPLY WITH NEC 110.26.
 - 5.) DRAWINGS INDICATE THE GENERAL ARRANGEMENT OF SYSTEMS. CONTRACTOR SHALL FURNISH ALL NECESSARY OUTLETS, SUPPORTS, FITTINGS AND ACCESSORIES TO FULFILL APPLICABLE CODES AND STANDARDS.
 - 6.) WHERE SIZES OF JUNCTION BOXES, RACEWAYS, AND CONDUITS ARE NOT SPECIFIED, THE CONTRACTOR SHALL USE THEM ACCORDINGLY.
 - 7.) ALL WIRE TERMINATIONS SHALL BE APPROPRIATELY LABELED AND READILY VISIBLE.
 - 8.) METAL OUTFLETING CLIPS TO BE INSTALLED BETWEEN METALS PHASE AND METALS SUPPORT RAIL, PER THE OUTFLETING CLIP MANUFACTURER'S INSTRUCTION.
 - 9.) METALS SUPPORT RAIL TO BE BONDING TO CENTRIFUGAL COPPER (C.C.C.) VIA WESS LUG OR ESOO GEL-LOST LAYERS LUGS.
 - 10.) THE DC SIDE OF THE PV SYSTEM IS UNGROUNDED AND SHALL COMPLY WITH NEC 690.12.
 - 11.) ALL TERMINALS ARE RATED FOR 75°C.
 - 12.) ALL AC ELECTRICAL EQUIPMENT IS RATED AT LEAST 125 KVA.
 - 13.) THE CONTRACTOR SHALL PROVIDE LABELS AND MARKING AS REQUIRED BY NEC ARTICLE 690.
 - 14.) THE SYSTEM SHALL BE INSTALLED TO MEET THE REQUIREMENTS OF ARTICLE 690.12 NEC 2014.
 - 15.) THE CONTRACTOR SHALL INSTALL A PLACARD STATING "PHOTOVOLTAIC SYSTEM EQUIPPED WITH RAMP SWITCHES" PER ARTICLE 690.12(C).
 - 16.) THE CONTRACTOR SHALL PLACE AN ARC FLASH LABEL OF CATEGORY 4 ON NEW 480V DISCONNECTS AND PANELS UNDER NO CIRCUMSTANCES SHALL WORK BE PERFORMED ON THIS EQUIPMENT WHILE BEING ENERGIZED.
 - 17.) PV SOURCE CIRCUITS HAVE ARC-FAULT CIRCUIT PROTECTION PER ARTICLE 690.11 AND FAULT PROTECTION IS PROVIDED BY DC-TO-AC INVERTERS.
 - 18.) ALL PHOTOVOLTAIC SOURCE AND OUTPUT CIRCUITS HAVE GROUND-Fault PROTECTION IN ACCORDANCE WITH ARTICLE 690.13(C). GROUND-FAULT PROTECTION IS PROVIDED BY DC-TO-AC INVERTERS.
 - 19.) THE UNGROUNDED ELECTRIC SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH ARTICLE 690.47.

REVISIONS

NO.	DATE	DESCRIPTION

SEALED
ATTEST
ATTILA B. HORVATH
REGISTERED PROFESSIONAL ELECTRICAL ENGINEER
NO. 97582
STATE OF TEXAS

PROJECT NAME
WHOLE FOODS - PARK LN.
8180 PARK LN.
DALLAS, TX 75231

FREEDOM
ELECTRICAL ONE-LINE DIAGRAM PV-3
SHEET NUMBER

PORTION OF CONDUIT FROM DEDICATED PV SYSTEM AGGREGATE PANEL TO DEDICATED PV SYSTEM AC DISCONNECT SWITCH TO BE RUN INSIDE BUILDING

CONSTRUCTION SUMMARY

(84) SHAMMA SOLAR/0 CELL CLPFD BFR-G1 240W SOLAR MODULES TOTAL, 256 kW DC STC
 (08) SMA/ STP1000TL-US-10 INVERTERS TOTAL, 216 kW AC
 UNIVAC PBI BALLAST PACKING SYSTEM
 TOTAL WEIGHT OF SYSTEM = 6.32 PSF
 ROOF MOUNT SOLAR ARRAY
 TPO ROOF
 ARRAY - PITCH = 10°, AZIMUTH = 178°

Less than 10 feet
between A/C Disconnect and Oncor Meter

PV SYSTEM AC DISCONNECT
(VISIBLE, LOCKABLE, LABELED)

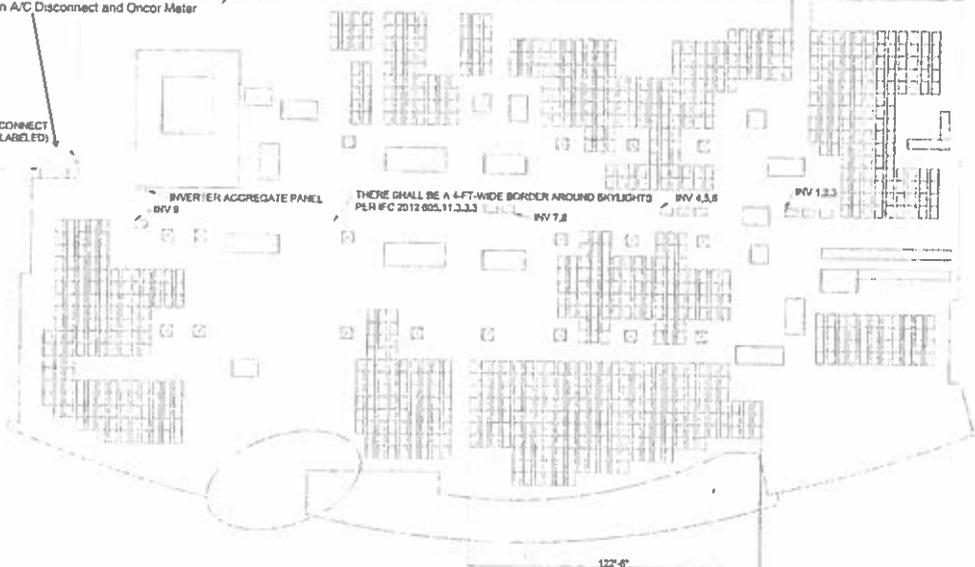
MAIN SERVICE DISCONNECT
(POINT OF INTERCONNECTION)
(Oncor Meter)

THERE SHALL BE A MINIMUM 6-FT-WIDE PERIMETER AROUND THE EDGES OF THE ROOF
PER IFC 2012 605.11.3.3.1

A PATHWAY 8 FT OR GREATER IN WIDTH IS REQUIRED BETWEEN ARRAY SECTIONS
PER IFC 2012 605.11.3.3.3

5'-0"

EXHIBIT B
PAGE 2 of 2



THERE SHALL BE A 4-FT-WIDE BORDER AROUND SKYLIGHTS
PER IFC 2012 605.11.3.3.3

122'-0"

NO ARRAY SHALL BE GREATER THAN 110FT X 110FT IN EITHER AXIS
PER IFC 2012 606.11.3

CONSTRUCTION NOTES

- 1.) ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- 2.) ALL OUTDOOR EQUIPMENT SHALL BE RAIN-TIGHT WITH MINIMUM NEMA 3R RATING.
- 3.) ALL LOCATIONS ARE APPROXIMATE AND REQUIRE FIELD VERIFICATION.
- 4.) ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE 2012 INTERNATIONAL FIRE CODE (IFC 2012 605.11)

<p>PROJECT SHEET</p> <p>NO. 1000</p> <p>DATE 2/16/15</p>							
<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>		NO.	DATE	DESCRIPTION			
NO.	DATE	DESCRIPTION					
<p><i>Attila B. Jurevadi</i></p> <p>ATILLA B. JUREVADI 97562 PROFESSIONAL ENGINEER 2/16/15</p>							
<p>PROJECT INFO</p> <p>WHOLE FOODS - PARK LN. 8180 PARK LN. DALLAS, TX 75231</p>							
<p>FREEDOM U.S. AIR FORCE</p> <p>FREEDOM SOLAR POWER 8100 FOSTER LN. STE 100 AUSTIN, TX 78746 TEL: 512-506-7333</p>							
<p>PV LAYOUT PV-2</p> <p>GROUP 1/2/3/4/5</p>							

**EXHIBIT A
LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION**

<u>Facility Schedule No.</u>	<u>Name of Point of Interconnection</u>
1.	Whole Foods Market Rocky Mountain/Southwest, L.P. 11700 Preston Road Suite 714 Dallas, Texas 75230

FACILITY SCHEDULE NO. 1

1. **Customer's Name:** Whole Foods Market Rocky Mountain/Southwest, L.P. (Customer)
2. **Premises Owner Name:** Whole Foods Market Rocky Mountain/Southwest, L.P.
3. **Facility Location:** 11700 Preston Road Suite 714 Dallas, Texas 75230
4. **Delivery Voltage:** 120/240 volts, 1 phase 3 wire
5. **Metering (voltage, location, losses adjustment due to metering location, and other):** Standard metering
6. **Normal Operation of Interconnection:** Parallel operation (grid tie inverter)
7. **One Line Diagram Attached (check one):** Yes (attached Exhibit B) / No
If yes, then the one-line drawing should show the most current drawing(s) available as of the signing of this Schedule. Company and Customer agree drawing(s) may be updated to meet as-built or design changes that occur during construction. Customer understands and agrees that any changes that substantially affect the protective or functional requirements required by the Company will need to be reviewed and accepted by Company.
8. **Equipment to be furnished by Company:** No additional equipment is to be installed by Company. (This section is intended to generally describe equipment to be furnished by Company to effectuate the interconnection and may not be a complete list of necessary equipment.)
9. **Equipment to be furnished by Customer:**

		Qty	Manufacturer	Model Number	Capacity	Total Capacity	Certification
Solar	Inverter(s)	7	SMA	STP24000TL-US-10	24,000 W	168 kW	UL 1741
Solar	Panel(s)	762	Hanwha	BFR-G3 260W	260 W	198.12 kW	N/A

(This section is intended to generally describe equipment to be furnished by Customer to effectuate the interconnection and may not be a complete list of necessary equipment.)

All required facilities that customer needs for interconnection and parallel operation with Company including but not limited to all requirements provided by Substantive Rules §25.211 and §25.212 or successor and Section 3 of this Agreement.

10. **Cost Responsibility and Ownership and Control of Company Facilities:**
Unless otherwise agreed or prescribed by applicable regulatory requirements or other law, any payments received by Company from Customer will remain the property of Company. Company shall at all times have title and complete ownership and control over facilities installed by Company.
11. **Modifications to Customer Facilities:**
Customer understands and agrees that, before making any modifications to its Facilities that substantially affect the protective or interconnection parameters or requirements used in the interconnection process

(including in a Pre-interconnection Study performed by Company), Customer will both notify Company of, and receive approval by Company for, such modifications. Customer further understands and agrees that, if required pursuant to Commission Substantive Rule 25.211(m) (5), it will submit a new Application for Interconnection and Parallel Operation request for the desired modifications.

12. Supplemental Terms and Conditions:

Change in Facility, Operation or On-site Distributed Generation Equipment. Customer agrees that this Agreement must be amended in writing to reflect the impact of any changes Customer desires to make in the capacity, design, specifications, operation or any of the other characteristics of the Facilities identified in this Agreement. Customer agrees that before any changes are initiated, Customer will notify Company of its plans for the desired modifications and will submit a new Application for Interconnection and Parallel Operation request for the desired modifications.

Oncor Electric Delivery Company LLC

Whole Foods Market Rocky

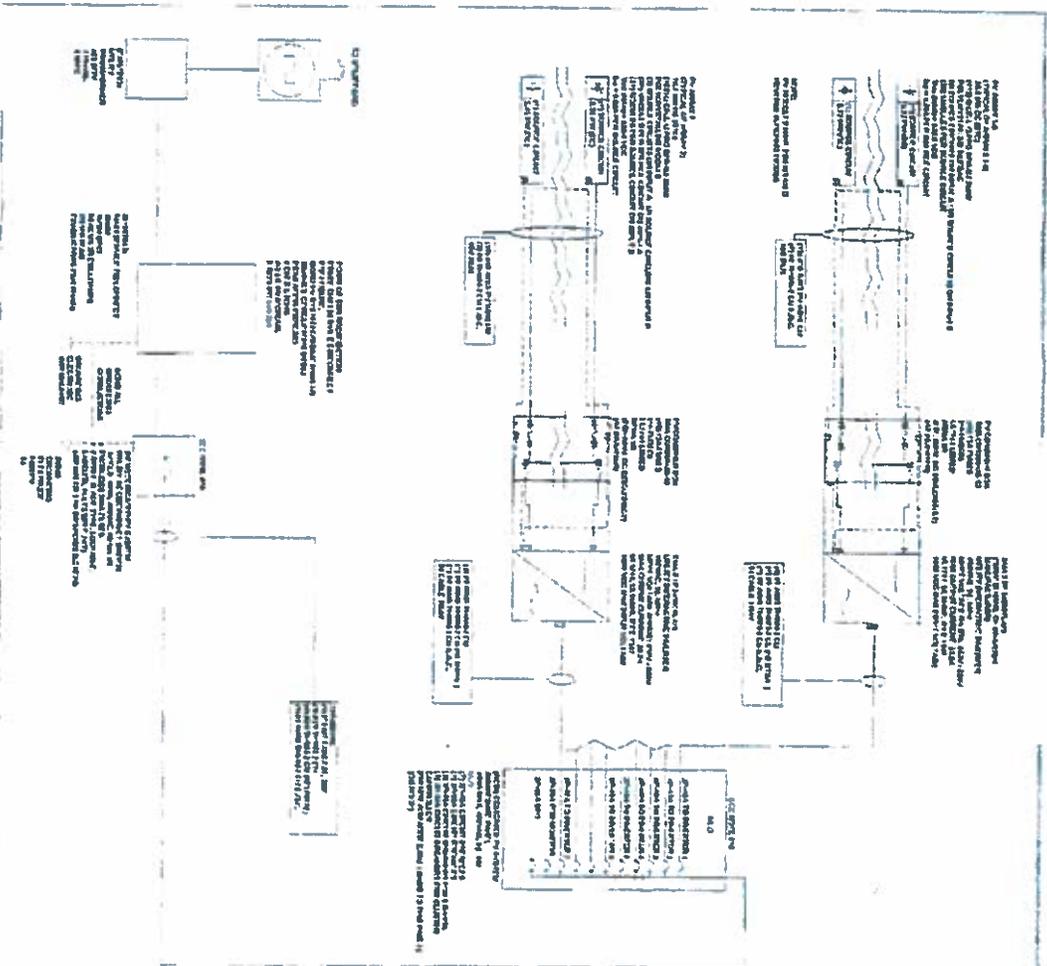
Mountain/Southwest, L.P.

DocuSigned by:
BY: James Painter
229816EBBA57444
PRINTED NAME: James Painter
TITLE: Senior Manager Asset Planning
DATE: 6/7/2015

BY: [Signature]
PRINTED NAME: Sarah Olson
TITLE: SW Sustainability AC
DATE: 06/02/2015

EXHIBIT B

PAGE 1 of 2



- ELECTRICAL NOTES**
- 1) ALL EQUIPMENT TO BE LISTED BY UL OR OTHER AGENCY AND LISTED FOR ITS APPLICATION.
 - 2) ALL CONDUCTIONS SHALL BE COPPER, GALVANIZED IRON COATED AND SHALL BE APPROVED BY THE CONTRACTOR.
 - 3) WIRING, CONDUIT, AND RACEWAYS INSTALLED ON INTERIORS SHALL BE ROUTED DIRECTLY TO AND LOCATED AS CLOSE AS POSSIBLE TO THE RECEIVING ROOM, NOT ON VALLEY.
 - 4) ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
 - 5) PENNANCE INDICATES THE GENERAL ARRANGEMENT OF SYSTEMS, CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
 - 6) ALL WIRING SHALL BE APPROVED BY THE CONTRACTOR AND SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
 - 7) ALL WIRING SHALL BE APPROVED BY THE CONTRACTOR AND SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
 - 8) ALL WIRING SHALL BE APPROVED BY THE CONTRACTOR AND SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
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 - 16) ALL WIRING SHALL BE APPROVED BY THE CONTRACTOR AND SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
 - 17) ALL WIRING SHALL BE APPROVED BY THE CONTRACTOR AND SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
 - 18) ALL WIRING SHALL BE APPROVED BY THE CONTRACTOR AND SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
 - 19) ALL WIRING SHALL BE APPROVED BY THE CONTRACTOR AND SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.
 - 20) ALL WIRING SHALL BE APPROVED BY THE CONTRACTOR AND SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL CODES.

ITEM	DESCRIPTION	QUANTITY	UNIT
1	100 AMP MAIN BREAKER	1	EA
2	40 AMP BRANCH BREAKER	1	EA
3	1/2" RIGID CONDUIT	100	FT
4	1/2" RIGID CONDUIT	100	FT
5	1/2" RIGID CONDUIT	100	FT
6	1/2" RIGID CONDUIT	100	FT
7	1/2" RIGID CONDUIT	100	FT
8	1/2" RIGID CONDUIT	100	FT
9	1/2" RIGID CONDUIT	100	FT
10	1/2" RIGID CONDUIT	100	FT
11	1/2" RIGID CONDUIT	100	FT
12	1/2" RIGID CONDUIT	100	FT
13	1/2" RIGID CONDUIT	100	FT
14	1/2" RIGID CONDUIT	100	FT
15	1/2" RIGID CONDUIT	100	FT
16	1/2" RIGID CONDUIT	100	FT
17	1/2" RIGID CONDUIT	100	FT
18	1/2" RIGID CONDUIT	100	FT
19	1/2" RIGID CONDUIT	100	FT
20	1/2" RIGID CONDUIT	100	FT

WHOLE FOODS - FOREST
11700 PRESTON RD.
SUITE 714A
DALLAS, TX 75230

FREEDOM

PROFESSIONAL ELECTRICAL ENGINEER
11700 PRESTON RD.
SUITE 714A
DALLAS, TX 75230
TEL: 972-1234

ELECTRICAL ONE-LINE DIAGRAM PV-3

DATE: 11/15/11

PROJECT: WHOLE FOODS

AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

This Interconnection Agreement ("Agreement") is made and entered into this 2nd day of June, 2015, by Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Company"), and Whole Foods Market Rocky Mountain/Southwest, L.P., a Texas limited partnership ("Customer"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Agreement** – This Agreement is applicable to conditions under which Company and Customer agree that one or more generating facility or facilities of ten megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts ("Facilities") may be interconnected to Company's facilities, as described in Exhibit A.

2. **Establishment of Point(s) of Interconnection** – Company and Customer agree to interconnect Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas ("Commission") Substantive Rules 25.211, relating to Interconnection of Distributed Generation, and 25.212, relating to Technical requirements for Interconnection and Parallel Operation of On-Site Distributed Generation (16 Texas Administrative Code §25.211 and §25.212) (the "Rules") or any successor rule addressing distributed generation and as described in the attached Exhibit A (the "Point(s) of Interconnection").

3. **Responsibilities of Company and Customer** – Customer shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facilities specified on Exhibit A. Customer shall conduct operations of Facilities in compliance with all aspects of the Rules, and Company shall conduct operations on its facilities in compliance with all aspects of the Rules, and as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Customer agrees to cause Facilities to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, its facilities so as to reasonably minimize the likelihood of a disturbance, originating in the facilities of one Party, affecting or impairing the facilities of the other Party, or other facilities with which Company is interconnected.

Company shall notify Customer if there is evidence that operation of Facilities causes disruption or deterioration of service to other utility customers or if the operation of Facilities causes damage to Company's facilities or other facilities with which Company is interconnected. Company and Customer shall work cooperatively and promptly to resolve the problem.

Customer shall notify Company of any emergency or hazardous condition or occurrence with Facilities which could affect safe operation of Company's facilities or other facilities with which Company is interconnected.

Customer shall provide Company at least 14 days' written notice of a change in ownership or cessation of operations of one or more Facilities.

4. **Limitation of Liability and Indemnification** –

- a. Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to Customer other than the interconnections service addressed by this Agreement, Company's liability to Customer shall be limited as set forth in Section 5.2.1 of Company's Commission-approved tariffs, which are incorporated herein by reference.
- b. Neither Company nor Customer shall be liable to the other for damages for anything that is beyond such Party's control, including an act of God, labor disturbance, act of a public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or the making of necessary repairs upon the property or equipment of either party.
- c. Notwithstanding Paragraph 4.b of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent

that they result from Company's negligence in connection with the design, construction, or operation of its facilities as described on Exhibit A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of Customer or for Customer's costs and expenses of prosecuting or defending an action or claim against Company. This paragraph does not create a liability on the part of Company to Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

- d. Please check the appropriate box.

Private Entity

Notwithstanding Paragraph 4.b of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction, or operation of Facilities as described on Exhibit A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of Company or for Company's costs and expenses of prosecuting or defending an action or claim against Customer. This paragraph does not create a liability on the part of Customer to Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

Federal Agency

Notwithstanding Paragraph 4.b of this Agreement, the liability, if any, of Customer relating to this Agreement, for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346, and 2671-2680). Subject to applicable federal, state, and local laws, each Party's liability to the other for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct damages actually incurred, and in no event shall either Party be liable to the other for any indirect, special, consequential, or punitive damages.

- e. Company and Customer shall each be responsible for the safe installation, maintenance, repair, and condition of their respective facilities on their respective sides of the Points of Interconnection. Company does not assume any duty of inspecting Customer's Facilities.
- f. For the mutual protection of Customer and Company, only with Company prior authorizations are the connections between Company's service wires and Customer's service entrance conductors to be energized.

5. Right of Access, Equipment Installation, Removal & Inspection – Upon reasonable notice, Company may send a qualified person to the premises of Customer at or immediately before the time the Facilities first produce energy to inspect the interconnection, and observe Facilities' commissioning (including any testing), startup, and operation for a period of up to three days after initial startup of Facilities.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

6. Disconnection of Facilities – Customer retains the option to disconnect from Company's facilities. Customer shall notify Company of its intent to disconnect by giving Company at least thirty days' written notice. Such disconnection shall not be a termination of this Agreement unless Customer exercises rights under Section 7.

Customer shall disconnect Facilities from Company's facilities upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs of Company's facilities, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of Company's facilities serving Customer, Company shall have the right to suspend service to effect immediate repairs of Company's facilities, but Company shall use its best efforts to provide Customer with reasonable prior notice.

7. Effective Term and Termination Rights – This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving the Company sixty days' written notice; (b) Company may terminate upon failure by Customer to generate energy from Facilities in parallel with the Company's facilities within twelve months after completion of the interconnection; (c) either Party may terminate by giving the other Party at least sixty days written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty days' notice in the event that there is a material change in an applicable rule or statute that necessitates termination of this Agreement.

8. Governing Law and Regulatory Authority – *Please check the appropriate box.*

Private Entity:

This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

Federal Agency:

This Agreement was executed in the State of Texas and, to the extent not inconsistent with all applicable federal law (including, but not limited to: (a) the Anti-Deficiency Acts, 31 USC §§1341, 1342 and 1501-1519; (b) the Tort Claims Act, 28 USC Chapter 171, §§2671-2680, and 28 CFR Part 14; and (c) the Contract Disputes Act of 1978, as amended, 41 USC §§601-613), must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

9. Amendment – This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10. Entirety of Agreement and Prior Agreements Superseded – This Agreement, including the attached Exhibit A and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or

undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation N/A [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

11. **Written Notices** – Written notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- (a) If to Company:
Oncor Electric Delivery Company LLC
Distributed Generation Department
1616 Woodall Rodgers Freeway, Rm. 3H-011
Dallas, Texas 75202
- (b) If to Customer:
Whole Foods Market Rocky Mountain/Southwest, L.P.
11700 Preston Road Suite 714
Dallas, Texas 75230

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10.

12. **Invoicing and Payment** – Invoicing and payment terms for services associated with this agreement shall be consistent with applicable Substantive Rules of the Commission.

13. **No Third-Party Beneficiaries** – This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

14. **No Waiver** – The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

15. **Headings** – The descriptive headings of the various parts of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

16. **Multiple Counterparts** – This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC

Whole Foods Market Rocky

Mountain/Southwest, L.P.

DocuSigned by:
BY: James Painter

BY: [Signature]

PRINTED NAME: James Painter

PRINTED NAME: Sarah Olson

TITLE: Senior Manager Asset Planning

TITLE: SW Sustainability Ac.

DATE: 6/7/2015

DATE: 06/02/2015

AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

This Interconnection Agreement ("Agreement") is made and entered into this 2nd day of JUNE, 2015, by Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Company"), and Whole Foods Market Rocky Mountain/Southwest, L.P., a Texas limited partnership ("Customer"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Agreement** – This Agreement is applicable to conditions under which Company and Customer agree that one or more generating facility or facilities of ten megawatts or less and related interconnecting facilities to be interconnected at less than 60 kilovolts ("Facilities") may be interconnected to Company's facilities, as described in Exhibit A.

2. **Establishment of Point(s) of Interconnection** – Company and Customer agree to interconnect Facilities at the locations specified in this Agreement, in accordance with Public Utility Commission of Texas ("Commission") Substantive Rules 25.211, relating to Interconnection of Distributed Generation, and 25.212, relating to Technical requirements for Interconnection and Parallel Operation of On-Site Distributed Generation (16 Texas Administrative Code §25.211 and §25.212) (the "Rules") or any successor rule addressing distributed generation and as described in the attached Exhibit A (the "Point(s) of Interconnection").

3. **Responsibilities of Company and Customer** – Customer shall, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facilities specified on Exhibit A. Customer shall conduct operations of Facilities in compliance with all aspects of the Rules, and Company shall conduct operations on its facilities in compliance with all aspects of the Rules, and as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. Customer agrees to cause Facilities to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, its facilities so as to reasonably minimize the likelihood of a disturbance, originating in the facilities of one Party, affecting or impairing the facilities of the other Party, or other facilities with which Company is interconnected.

Company shall notify Customer if there is evidence that operation of Facilities causes disruption or deterioration of service to other utility customers or if the operation of Facilities causes damage to Company's facilities or other facilities with which Company is interconnected. Company and Customer shall work cooperatively and promptly to resolve the problem.

Customer shall notify Company of any emergency or hazardous condition or occurrence with Facilities which could affect safe operation of Company's facilities or other facilities with which Company is interconnected. Customer shall provide Company at least 14 days' written notice of a change in ownership or cessation of operations of one or more Facilities.

4. **Limitation of Liability and Indemnification** –

- a. Notwithstanding any other provision in this Agreement, with respect to Company's provision of electric service to Customer other than the interconnections service addressed by this Agreement, Company's liability to Customer shall be limited as set forth in Section 5.2.1 of Company's Commission-approved tariffs, which are incorporated herein by reference.
- b. Neither Company nor Customer shall be liable to the other for damages for anything that is beyond such Party's control, including an act of God, labor disturbance, act of a public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or the making of necessary repairs upon the property or equipment of either party.
- c. Notwithstanding Paragraph 4.b of this Agreement, Company shall assume all liability for and shall indemnify Customer for any claims, losses, costs, and expenses of any kind or character to the extent

that they result from Company's negligence in connection with the design, construction, or operation of its facilities as described on Exhibit A; provided, however, that Company shall have no obligation to indemnify Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of Customer or for Customer's costs and expenses of prosecuting or defending an action or claim against Company. This paragraph does not create a liability on the part of Company to Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

- d. Please check the appropriate box.

Private Entity

Notwithstanding Paragraph 4.b of this Agreement, Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction, or operation of Facilities as described on Exhibit A; provided, however, that Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Customer does not assume liability for any costs for damages arising from the disruption of the business of Company or for Company's costs and expenses of prosecuting or defending an action or claim against Customer. This paragraph does not create a liability on the part of Customer to Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

Federal Agency

Notwithstanding Paragraph 4.b of this Agreement, the liability, if any, of Customer relating to this Agreement, for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 1346, and 2671-2680). Subject to applicable federal, state, and local laws, each Party's liability to the other for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement shall be limited to the amount of direct damages actually incurred, and in no event shall either Party be liable to the other for any indirect, special, consequential, or punitive damages.

- e. Company and Customer shall each be responsible for the safe installation, maintenance, repair, and condition of their respective facilities on their respective sides of the Points of Interconnection. Company does not assume any duty of inspecting Customer's Facilities.
- f. For the mutual protection of Customer and Company, only with Company prior authorizations are the connections between Company's service wires and Customer's service entrance conductors to be energized.

5. Right of Access, Equipment Installation, Removal & Inspection – Upon reasonable notice, Company may send a qualified person to the premises of Customer at or immediately before the time the Facilities first produce energy to inspect the interconnection, and observe Facilities' commissioning (including any testing), startup, and operation for a period of up to three days after initial startup of Facilities.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

6. Disconnection of Facilities – Customer retains the option to disconnect from Company's facilities. Customer shall notify Company of its intent to disconnect by giving Company at least thirty days' written notice. Such disconnection shall not be a termination of this Agreement unless Customer exercises rights under Section 7.

Customer shall disconnect Facilities from Company's facilities upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs of Company's facilities, Company shall provide Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Customer will endanger persons or property. During the forced outage of Company's facilities serving Customer, Company shall have the right to suspend service to effect immediate repairs of Company's facilities, but Company shall use its best efforts to provide Customer with reasonable prior notice.

7. Effective Term and Termination Rights – This Agreement becomes effective when executed by both Parties and shall continue in effect until terminated. The Agreement may be terminated for the following reasons: (a) Customer may terminate this Agreement at any time, by giving the Company sixty days' written notice; (b) Company may terminate upon failure by Customer to generate energy from Facilities in parallel with the Company's facilities within twelve months after completion of the interconnection; (c) either Party may terminate by giving the other Party at least sixty days written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Customer at least sixty days' notice in the event that there is a material change in an applicable rule or statute that necessitates termination of this Agreement.

8. Governing Law and Regulatory Authority – *Please check the appropriate box.*

Private Entity:

This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

Federal Agency:

This Agreement was executed in the State of Texas and, to the extent not inconsistent with all applicable federal law (including, but not limited to: (a) the Anti-Deficiency Acts, 31 USC §§1341, 1342 and 1501-1519; (b) the Tort Claims Act, 28 USC Chapter 171, §§2671-2680, and 28 CFR Part 14; and (c) the Contract Disputes Act of 1978, as amended, 41 USC §§601-613), must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

9. Amendment – This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10. Entirety of Agreement and Prior Agreements Superseded – This Agreement, including the attached Exhibit A and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or

undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation N/A [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

11. **Written Notices** – Written notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- (a) If to Company:
Oncor Electric Delivery Company LLC
Distributed Generation Department
1616 Woodall Rodgers Freeway, Rm. 3H-011
Dallas, Texas 75202
- (b) If to Customer:
Whole Foods Market Rocky Mountain/Southwest, L.P.
11700 Preston Road Suite 714
Dallas, Texas 75230

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10.

12. **Invoicing and Payment** – Invoicing and payment terms for services associated with this agreement shall be consistent with applicable Substantive Rules of the Commission.

13. **No Third-Party Beneficiaries** – This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

14. **No Waiver** – The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

15. **Headings** – The descriptive headings of the various parts of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

16. **Multiple Counterparts** – This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC

Whole Foods Market Rocky

Mountain/Southwest, L.P.

DocuSigned by:
BY: James Painter
229616EBBA67444 ...
PRINTED NAME: James Painter
TITLE: Senior Manager Asset Planning
DATE: 6/7/2015

BY: [Signature]
PRINTED NAME: Sarah Olson
TITLE: SW Sustainable Energy Ac.
DATE: 06/02/2015



City of Austin
Austin Energy

Town Lake Center • 721 Barton Springs Road • Austin, Texas 78704 - 1145

10-19-15

Rip Miller
Westlake Medical
5656 Bee Caves Rd
Austin, Tx 78746

RE: File # PBI295 Westlake Media #1
5656 Bee Caves Rd, 78746

Dear Rip Miller:

This letter acknowledges receipt of Westlake Medical's application for a performance-based incentive (PBI) for the installation of a solar photovoltaic system with a total rating of up to 54.28 kW-AC on the property located at 5656 Bee Caves #1, 78746 within the City of Austin d/b/a Austin Energy (AE) certificated electric service area. On behalf of the City of Austin, we would like to thank you for your interest in solar photovoltaic technology and supporting the City's solar goals.

Based on the information provided on your PBI application and assuming proper installation of your system, AE is prepared to offer you \$0.08 per kilowatt-hour for a period of ten years based on the metered production of the photovoltaic system. Payments will be made by means of a monthly billing adjustment. The total amount paid under this arrangement may not exceed \$87,776.29.

This Letter of Intent is valid for an initial 90 days from the date of this letter, where-in the contractor must supply proof of interconnection approval and the installation contract. If these documents are not provided by 1/17/2016, the LOI will expire and the application will be voided. If the required documentation is received within the 90 day period, the LOI will continue to be valid for a total of 210 days from the date of this letter, through 5/16/2016 where-in the photovoltaic system must be installed according to Austin Energy guidelines and scheduled for a final inspection with an AE representative.

This a conditional letter of intent only, based upon the accuracy of the information contained in your PBI application. Initiation of the PBI credit rate on the electric account service agreement is contingent upon Austin Energy's final inspection of your system and verification that it is in compliance with all program guidelines.

If you have any questions, please contact Shayna Lee at 512-482-5451 or Shayna.Lee@austinenergy.com or Tim Harvey at Tim.Harvey@austinenergy.com or 512-482-5386. We appreciate your efforts and encourage you to continue using energy

www.austinenergy.com

twitter.com/austinenergy / facebook.com/austinenergy / youtube.com/austinenergyvideos

efficient technologies whenever possible. For additional information please visit our website at www.austinenergy.com.

Sincerely,

Danielle Murray
Manager, Solar Energy Services
Austin Energy

cc: file
DM/th



Solar kWh Invoice

Bill to:

ABC Company
1005 Solar Ave. Bldg 1
Shine On , CA XXXXX

Customer	ABC Company
Usage Start Date	1/1/201X
Usage End Date	1/31/201X
Invoice Number	ABC Co_0001
Net Terms	30 Days
Renewable Energy Type	Solar

Attn:

Debbie Smith
Accounts Payable
909-555-7777

Sample Invoice

Delivered Solar Electric Service to: 1000 Solar Ave, Shine On, CA XXXXX

Meter ID	ION MTR1	ION MTR2	TOTAL
Beginning Read	100,000 kWh	150,000 kWh	250,000 kWh
Ending Read	200,000 kWh	175,000 kWh	375,000 kWh
Recorded kWh	202,074	280,777	482,851
kWh Adjustment	--	--	--
kWh Generated	202,074	280,777	482,851
PPA/SSA Rate	\$0.06740	\$0.06740	\$0.06740
kWh Invoice	\$13,619.79	\$18,924.37	\$32,544.16

If Paying by Check

Solar Star California XXXX, , LLC
State National Bank
PO Box 2500
Pasadena, CA 91110-2500

If Paying by ACH

State National Bank
Account # 123456789
ABA # 33333333

Invoice Amount:	\$	32,544.16
Payments/Credits:		
Pay This Amount:	\$	32,544.16

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
<http://www.tdlr.texas.gov>



If you cut around the border of the registration certificate
it will fit in a standard 5" x 7" frame.

The certificate at the bottom of this
page should be prominently
displayed at your primary business
location.

Master: ADRIAN SHANE BUCK, License# 332049

FREEDOM SOLAR
4111 TODD LN STE 100
AUSTIN TX 78744-1149

STATE OF TEXAS

FREEDOM SOLAR

ELECTRICAL CONTRACTOR



LICENSE NUMBER 28621
EXPIRES 12/22/2016

TEXAS DEPARTMENT OF LICENSING AND REGULATION

Mike Arismendez
Chair

LuAnn Morgan
Vice Chair



Thomas F. Butler
Fred N. Moses
Catherine Rodewald
Ravi Shah
Deborah Yurco

Electrical Contractor

FREEDOM SOLAR

License Number: 28621

The business named above is licensed by the Texas Department of Licensing and Regulation

License Expires: DECEMBER 22 2016

William H. Kuntz
Executive Director

STATE OF TEXAS

ADRIAN SHANE BUCK

MASTER ELECTRICIAN

**LICENSE NUMBER 332049
EXPIRES 03/16/2017**



TEXAS DEPARTMENT OF LICENSING AND REGULATION

Freedom Solar Power

Job Site Safety Policies

Table of Contents

Accident Reporting	3
General Job Safety	3
Backhoes	4
Barriers and Warning Signs	5
Boom Trucks	5
Chemicals	5
Compressed Gas Cylinders	6
Confined Spaces	7
Electrical Powered Tools	7
Electrical Safety	8
Equipment/Machinery/Tools.....	9
Eye & Face Protection.....	10
Fall Protection	10
Fire Extinguishers	11
Fire Fighting.....	12
Fire Prevention	12
Flagging.....	13
Flammable and Combustible Materials/Liquids	14
Floor & Wall Openings.....	14
Forklifts/Industrial Trucks.....	14
Front End Loader	15
Fuel Safety	15
Hoists.....	16
Housekeeping	16
Ladders	17
Lockout/Tagout	18
Nail Guns.....	18
Painting.....	19
Material Handling/Storage	19
Pedestrians.....	20
Personal Protective Equipment	21
Power Saws	21
Scaffolds.....	21
Solvents	22
Vehicle Operation	23
Welding and Cutting	24

Accident Reporting

Subcontractors must notify the ABC Company representative of all job site accidents or incidents involving the following:

- OSHA recordable accidents
- Vehicle accidents
- Incidents involving equipment damage
- Spills of hazardous materials
- Fires
- Near misses that had the potential to cause injuries or property damage.

Notification, either in person or by telephone or radio, must be made as soon as possible and, without exception, prior to the end of the workday. ABC Company reserves the right to conduct an investigation of the accident or incident. Procedures may include shutting down or barricading a worksite to preserve evidence; interviewing witnesses; and impounding tools, equipment, or materials.

Enforcement

The ABC Company project superintendent or his/her designated assistant(s) have full authority to enforce the job site safety policies. Observed safety violations will be referred to the subcontractor crew foreman for immediate correction. Repeated safety violations may lead to the removal of the subcontractor's employee or the entire crew from the job site. Certain violations, such as fighting or use of illegal substances, are considered intolerable, and will result in immediate dismissal.

General Job Safety

- Anyone under the influence of drugs or intoxicating substances shall be immediately removed from the job site.
- No one shall be permitted or required to work while the person's ability or alertness is impaired by fatigue, illness, or other conditions that expose the employee or others to injury.
- Horseplay, scuffling, fighting, or possession of illegal drugs, alcohol, firearms, or explosives is prohibited.
- Eating, drinking, and smoking are permitted only in designated areas.
- Report any hazardous conditions immediately to the ABC Company representative.

- Do not block or obstruct aisles, doors, stairways, fire extinguishers, or emergency exits.
- Protective safety equipment must be inspected regularly.
- Do not handle or tamper with electrical equipment, machinery, air/water lines, or chemicals if it is not within the scope of your duties.
- Machinery shall not be serviced, repaired or adjusted while in operation. Where appropriate, lockout procedures shall be used or plugs disconnected.
- Do not throw anything from heights.

Backhoes

- Backhoes must not be left unattended with the engine running.
- Attachments must be lowered to the ground when the equipment is not in use.
- When in operation, only the operator is permitted on the machine.
- When operating on a slope, use caution when swinging the bucket downhill. Dump to the uphill side.
- Be sure outriggers are properly set before operating.
- Carry the loader bucket low at all times, especially when working on a hillside or backing up an incline.
- Operators must never allow anyone to work under the raised bucket.
- Keep backhoes away from trenches or excavations.
- Operators must stay at least 12 feet away from overhead power lines.
- Be sure all people are clear of the machine before lowering stabilizers or moving the boom.
- Drivers must use swing and boom locking pins when transporting backhoes.
- Backhoes must only be driven at speeds slow enough to ensure safety, especially over rough ground.

Barriers and Warning Signs

- Barriers must be placed around safety hazards such as open excavations or areas where heavy equipment is in use. Barriers must be sturdy and obvious to site workers and the general public.
- Warning signs must be placed on or near safety hazards. "Danger" signs must be used wherever an imminent hazard is present. "Caution" signs must be used wherever potentially unsafe conditions exist.
- Safety instruction signs must be used wherever additional safety instructions regarding hazards are appropriate.

Boom Trucks

- Boom truck operators must have a written permit from the project superintendent before beginning any on site operations.
- Boom trucks must be parked in a stable, level area with the electric parking brake set and tires chocked.
- Always use outriggers and adjust for irregularities. Be sure that outriggers are up before moving truck to another angle or before leaving job site.
- Use "Men Working" signs and cones when working.
- Keep all equipment at least 12 feet away from power lines.
- Clear area of all unauthorized persons prior to beginning load handling operation.
- Use a tag line to control load. Do not stand or work under the boom.
- Loads suspended from cranes, loaders or booms must be secured with guy ropes and an assistant assigned to tend ropes during movement.
- Only one person may direct boom operators with voice or hand signals.

Chemicals

- All chemicals brought on site must have a corresponding Material Safety Data Sheet (MSDS).

- Chemicals must be kept in properly labeled containers. Do not use chemicals from unlabeled containers and unmarked cylinders.
- Chemicals must not be transferred into food or beverage containers.
- Foremen will ensure that secondary containers are labeled as to contents and hazards.
- All chemical containers must be rinsed at least three times with water before being placed in the trash.
- Chemical containers labeled "Oxidizer" must not be stored with containers labeled "Corrosive" or "Caustic."
- Smoking while handling chemicals labeled "Flammable" is prohibited.
- Chemicals labeled "Flammable" may not be stored near sources of ignition such as portable heaters.
- Do not handle or fill any chemical container if it is cracked or leaking.

Compressed Gas Cylinders

- Gas cylinders must be secured upright in carts, or secured by chain, rack, bracket, or other means to prevent falling.
- Do not use compressed air to clean up or move combustible dust; the dust could be suspended in air and cause a fire or explosion hazard.
- Ensure all cylinders are legibly marked and identify the gas contained.
- Valves must be closed when cylinders are not in use and valve protectors must be used when cylinders are not connected.
- Gas cylinders must be transported on carts designed for that purpose with safety caps on tight.
- Store compressed gas cylinders in a safe place with good ventilation.
- Do not store full and empty cylinders together. Clearly identify and isolate full and empty cylinders.
- Do not store cylinders in direct sunlight or near sources of heat.

- Oxygen cylinders will not be stored indoors within 20 feet of cylinders containing flammable gases (such as hydrogen) or highly combustible materials unless separated by a fire-resistant partition with a minimum of a one-half hour rating.

Confined Spaces

- No employee is allowed to enter a confined space on this job site.

Electrical Powered Tools

- Cords that have splices, exposed wires, cracked or frayed ends, or altered ground prongs are not allowed on site.
- Cheater plugs that eliminate the ground are not allowed on site.
- Do not plug multiple electrical cords into a single outlet. Multiple plug adapters are prohibited.
- Do not use electrical tools while working on a metal ladder unless the ladder has rubber feet.
- Portable electrical tools and equipment must be grounded or have double insulation.
- Extension cords must have a grounding conductor.
- Do not string extension cords together.
- Use only hard duty (orange or yellow) extension cords when working outside.
- Keep working surfaces dry when working with or near electrical equipment.
- Keep your hands and feet dry. Never hold an energized electric appliance with wet hands or when wearing wet shoes.
- Disconnect electric service (and any power cord) before servicing or opening electrically powered equipment or appliances.

- Tip or roll the container, if possible, to reduce the leak.
- Stop the liquid from spreading or reaching a sewer or storm drain. Use an oil absorber or other appropriate absorbing or containing material.
- Do not touch or walk on spilled materials.
- Keep combustibles (wood, paper, oil) away from spilled materials.
- Turn off all electrical equipment in the spill area.

Equipment/Machinery/Tools

- Guards must remain in place on all machinery.
- Never operate defective machinery. Tag it as defective and remove it from the work site.
- Turn off machinery not in use.
- Never perform maintenance on machinery until it has been properly locked and tagged out or unplugged.
- Only employees with the proper certification can operate powder-actuated tools.

Excavations and Trenches

- The designated competent person shall have complete authority to direct work activities in or near excavations and trenches.
- NEVER enter any excavation or trench that is 5 feet deep or more unless it is properly shored or sloped and the competent person has deemed it safe. Differing sites or soils may require shoring at lesser depths so never enter any excavation unless you have checked first with the competent person.
- NO ONE has the authority to require or permit any worker to enter any excavation/trench, which has not been properly shored, sloped or shielded.
- EVERY trench or excavation must be inspected by the competent person at the beginning of each shift and following any ground shifting event; i.e., earthquake, rainstorm, freeze, thaw, etc.
- All spoils as well as any other objects must be kept at least 3 feet from the edge of the excavation/trench.

Electrical Safety

- Workers must assume all electrical gear is “hot” unless they have personally seen the source of power shut off and locked out.
- Ground-fault circuit interrupters must be installed on each temporary 15 or 20-ampere, 120-volt AC circuit.
- Electrical equipment shall not be operated within 12 feet any power line.
- Electricians should de-activate power sources whenever possible before performing electrical work.
- Bypass interlocks only when a test procedure makes it absolutely necessary.
- Electricians must de-energize high voltage equipment when they leave the work area. All items that can retain a charge must be grounded.
- Electricians must post warnings, signs, and tags in areas where high voltage testing is in process.

Elevated Work Areas

- Tools and materials must not be left unsecured in any elevated place.
- The area beneath overhead operations should be roped off and marked with warning signs.
- Toe boards are required on any elevated work area.

Environmental Spill

If a chemical spill occurs:

- Report the spill immediately to a supervisor, who will alert a clean up crew.
- If the spill creates immediate danger to life or health (e.g., cloud, fire, etc) sound an alarm to vacate the area, call 911 and follow the emergency contingency plan.
- If you call 911 stay on the phone and report the exact location and type of leak if known. Station someone outside to direct emergency help to the right location.

Stop the leak or spill if you can without risk:

- Trenches 4 feet or more deep must have a ladder or other means of access/exit within 25 feet of all workers.
- Do not climb on trench shoring or bracing.
- All trenches that are wider than 30 inches and deeper than 6 feet must have a walkway or bridge with standard guardrails. Do not jump over trenches.
- Position cranes, backhoes, trucks and other large equipment away from the edge of excavations/trenches to minimize pressure on the side-walls.
- Visually inspect all excavations/trenches before back-filling to make sure it is safe to do so.
- Do not operate heavy equipment above slopes, cuts, banks and cliffs when people are working below.

Eye & Face Protection

- Eye protection must be worn when exposed to:
 - Liquid chemicals, gases and vapors
 - Flying particles and fragments
 - High dust areas, paint spraying, grinding, sanding, metal work and small particles from woodworking
 - Heat from welding, cutting, intense infrared and ultraviolet light, electrical arcing and sparks

Fall Protection

- Fall protection is required:
 - on structures where a worker could fall more than 7 feet
 - on thrust-outs, trusses, beams, purlins, and plates at heights over 15 feet
 - on sloped roofs
- Whenever feasible, subcontractors should set up temporary floors, guardrails, toeboards, or other physical barriers to prevent falls, instead of having workers rely on tying off and nets for fall protection. When not feasible, approved personal fall protection systems must be used. No work shall proceed unless the necessary fall protection is in place.

- Two basic types of person fall protection systems that require tie off are fall arrest and travel restraint. Fall arrest systems stop a fall within a few feet of the worker's original position. A full body harness is required with a fall arrest system. The system typically consists of a full body harness, a lanyard, a rope grab, a lifeline, and a lifeline anchor. A fall arrest system must be worn when working on a rolling scaffold that is being moved or when a worker is getting on, working from, or getting off suspended access equipment.
- A travel restraint system prevents falls by restraining a worker from getting too close to an unprotected edge. This system usually consists of a safety belt or full body harness, a lanyard, a rope grab, a lifeline, and a lifeline anchor.
- When conventional fall protection or personal fall protection are not practical, safety nets must be used instead. The nets must be hung with enough clearance to prevent a falling person from hitting the surface or structure below.
- Safety nets should be placed within 10 vertical feet and never more than 30 feet below the working surface. Nets must extend at least eight feet beyond the building or structure. If the vertical distance from the working level to the net is greater than 5 feet, then the net must extend 10 feet beyond the building. A net from 10 feet to 30 feet below the working surface must extend 13 feet.
- Any type of fall protection equipment, including personal fall protection or safety nets, brought on the job site must be the right equipment for the job, labeled as meeting the requirements of the American National Standards Institute (ANSI), and in good condition.

Fire Extinguishers

- Fire extinguishers suitable for the types of materials in the work area must be provided. Not all types of extinguishers can be used on electrical or flammable liquid fires. Be sure to read the labels on extinguishers and know what type of fire they are to extinguish:

Class A – Ordinary combustible material fires
 Class B – Flammable liquid, gas or grease fires
 Class C – Energized-electrical equipment fires

- Fire extinguishers must be mounted in convenient locations that are easily accessible and visible.

- Fire extinguishers must be mounted within 75 feet of outside areas containing flammable liquids, and within 10 feet of any inside storage area for such materials.
- Fire extinguishers must be visually checked monthly to ensure that they are fully charged and operable. Documented maintenance inspections must be completed annually.
- Whenever an extinguisher is removed from service to be checked or repaired, a replacement fire extinguisher must be provided.

Fire Fighting

- **NEVER USE WATER TO EXTINGUISH FIRES ON ELECTRICAL EQUIPMENT, GASOLINE, OIL, OR GREASE.**
- Use a suitable extinguisher if the fire is small and an exit is readily available.
- Remember PASS:
 - P**ull the pin to unlock the operating lever.
 - A**im low, pointing the nozzle or hose at the base of the fire.
 - S**queeze the handle to release the extinguishing agent.
 - S**weep from side to side until the flames are out.
- After extinguishing, a fire watch should be maintained for approx. 30 minutes in case of re-ignition.
- If the fire cannot be put out with an extinguisher, notify others within the immediate area and evacuate the area immediately.
- Contact the fire department by calling 911 from an area outside the fire zone.

Fire Prevention

- Combustible scrap, debris, and waste materials (oily rags, paper, wood shavings etc.) must be cleaned up and placed in covered metal containers.
- Keep all work areas, particularly around electrical machinery, clear of litter.
- Immediately clean up spilled oil or solvents.
- Never use compressed air around open flames, fuels, oil, or grease.

- Flammable liquids, gases, or dusts must not be used near open flames, sparks, incandescent surfaces, or other sources of ignition.
- All electrical circuits must be protected by the correct capacity fuse or circuit breaker.
- Unplug electrical equipment at the end of the workday.
- Stored materials must be compatible. Compatible means they don't react violently on contact, such as oxygen and grease. They should also be readily accessible and secured so they aren't accidentally knocked over.
- Always take precautions to prevent fires particularly from oily waste, rags, gasoline, flammable liquids, acetylene torches, improperly installed electrical equipment and trash.
- Never use gasoline or flammable solvents for cleaning purposes.
- Smoking is prohibited within 20 feet of flammable substances.

Flagging

- Flaggers must be clearly visible to approaching traffic from at least 500 feet away.
- Flaggers should stand in a conspicuous place and stay visible to other vehicles approaching after first vehicle has stopped. Flagger should never turn their backs to traffic.
- Choose flagging positions that provide the greatest color contrast between the flagger and the background.
- Flagging from inside a vehicle is prohibited.
- Flaggers should keep their mind on the job, not watch the work in progress or engage in unnecessary conversation with workers, pedestrians, or motorists.
- Flaggers must not leave their position until relieved by another qualified flagger.
- "Flagger ahead" and "prepare to stop" signs must be covered, turned, or removed when flaggers are no longer on duty.
- Rotate flaggers as needed to maintain alertness.

Flammable and Combustible Materials/Liquids

- Keep flammable and combustible materials or liquids to a minimum. Bring on site only enough to complete the day's work.
- Combustible scrap, debris and waste materials (oily rags, etc.) must be stored in covered metal receptacles and removed from the worksite daily
- Flammable liquids must be stored in approved, self-closing, non-combustible, metal containers. Such containers must be labeled with the word "FLAMMABLE" in large letters.
- Storage in excess of 25 gallons of flammable liquids or 60 gallons of Class III combustible liquids must be within cabinets complying with the requirements of NFPA 30.
- Flammable liquids may be used only in areas where there are no flames or other sources of ignition.
- Do not drag containers labeled "Flammable."

Floor & Wall Openings

- Floor openings must be guarded by a cover, guardrail or equivalent on all sides (except at entrance to stairways or ladders).
- Toeboards must be installed around edges of floor openings or elevated walkways where persons may pass below the opening.
- Surfaces elevated more than 30 inches should be provided with standard guardrails.

Forklifts/Industrial Trucks

- Power truck and forklifts must have warning devices to signal backing.
- Operators must face in the direction of travel.
- Employees other than the operator shall not on equipment.
- The equipment brakes shall be set, the load lowered and the power shut off while the lift or truck is parked or on an elevator.

- When leaving equipment unattended, the operator shall shut off the power, set the brakes, lower the hoisting platform, and remove the keys.
- Equipment will be parked only in designated locations.
- Drivers shall slow down and sound the horn intersections or locations where traffic or pedestrians may pass or vision is obstructed.
- The fork shall always be carried as low as possible, consistent with safe operations and without obstructing the vision of the operator.
- Trucks shall not be loaded in excess of their rated capacity.
- A loaded vehicle shall not be moved until the load is safe and secure.
- Operators will use seat belts and other safety features of the vehicle.

Front End Loader

- Loaders must be parked with the bucket down.
- Operators must shut off the motor and set the handbrake before leaving the cab.
- Operators must not allow anyone to stand on the steps, ride in the bucket, or on any other part not intended for passenger use.
- Loaded bucket will be carried close to the ground.
- Controls must not be operated from any other position other than the cab.
- Loaders must be locked when parking unattended or for the night.
- Do not swing the bucket over ground crew or truck cab.
- Build a berm prior to dumping over banks.

Fuel Safety

- Only use labeled, metal containers that are specifically designed to hold fuel.

- Place the container on the ground before filling it. Do not fill fuel containers in the back of a truck.
- Make sure the fuel nozzle touches the container or fuel filler neck during filling. This disperses static electricity that normally accumulates during filling.
- Do not overfill, which allows insufficient room for gasoline to expand and may cause dangerous spills. Fill containers and tanks to no more than 95% capacity.

Hoists

- Overhead hoists must have a limit device to stop the hook travel at its highest and lowest point of safe travel.
- Each hoist must automatically stop and hold any load up to 125 percent of its rated load, if its actuating force is removed.
- The rated load of each hoist must be legibly marked and visible to the operator.
- The controls of hoists must be plainly marked to indicate the direction of travel or motion.
- All hoist chains or ropes must be long enough to handle the full range of movement for the application while still maintaining two full wraps on the drum at all times.
- Nip points or contact points between hoist ropes and sheaves must be guarded if they are located within seven feet of the floor, ground or working platform.
- Do not use chains or rope slings that are chinked or twisted.
- Do not use the hoist rope or chain wrapped as a sling.
- Do not hoist or carry loads over people.
- Tag lines must be attached to all hoisted loads.

Housekeeping

- Keep work areas free of debris, waste, and combustible materials. Scrap is to be removed and deposited in proper waste containers at least daily.
- Crating materials, banding straps, etc., must be disposed of to prevent tripping hazards, cuts, etc.

- Keep all material piled and stored neatly. Nails, bolts, nuts, etc. should be kept in their containers.
- Work areas are to be kept clean and orderly. Tools, wires, supplies, materials and loose objects are not to be left in disorder during the work day, at the conclusion of the work day, or at the end of the project.
- Keep materials and equipment out of aisles, passageways, and off stairways.
- Keep floors dry; avoid spilling liquids; wipe up all spills immediately.
- Spilled liquids or other materials must be cleaned up immediately.
- Sharp protruding nails and wire must be removed or bent.

Ladders

- Use the proper ladder for the job. Do not use "A" frame ladders as straight ladders. Make sure the ladder is tall enough to reach the work area. Do not use metal ladders for electrical work.
- Damaged ladders will be removed from the work site.
- Do not place ladders in passageways, doorways, or any location where they might be hit or jarred, unless protected by barricades or guards.
- Ladders should only be placed on hard level surfaces. Make sure the ladder feet are not placed on sandy, slippery, or sloping surfaces. Clean or sweep the area where the ladder feet will be and make sure the rubber feet are in good shape.
- Arrange your work so you are able to face the ladder and use both hands while climbing. Do not carry tools or equipment while climbing a ladder. Climb the ladder, then hoist the tools or equipment with a line or a hoisting device.
- Barrels, boxes, chairs, crates, etc. shall not be used in place of ladders, portable steps or working platforms. Only construction grade ladders of the proper length and weight capacity are allowed on site.
- Secure portable ladders in place and at a pitch so the distance from the wall to the base of the ladder is at least 1 foot for every 4 feet of ladder height.
- Straight ladders shall be tied off at the top of the ladder to prevent slipping.
- Do not stand on or work on or above the third rung from the top.

- Workers must not attempt to move ladders while they are on them.
- Extension ladders shall extend at least 36" above the level being accessed.
- Step ladders are not to be used as straight ladders.
- Only one person at a time are allowed on ladders.

Lockout/Tagout

- Only workers trained in lockout/tagout procedures are authorized to clean, repair, service or adjust machinery or equipment covered under a lockout program.
- Follow lockout/tagout procedures whenever required. **NEVER REMOVE A LOCK OR TAG, OR OPERATE SWITCHES THAT ARE LOCKED OR TAGGED.**

Nail Guns

- Do not use nail guns unless you are trained to do so.
- Inspect tools before connecting them to the air supply. Be sure the safety mechanism is operating correctly.
- Check correct air supply and pressure before connecting a tool.
- Check that the tool is correctly and securely connected to the air supply hose.
- Tighten screws and cylinder caps.
- **ALWAYS HANDLE A TOOL AS IF IT LOADED. DO NOT POINT THE TOOL TOWARD YOURSELF OR ANYONE ELSE WHETHER IT CONTAINS FASTENERS OR NOT.**
- Disconnect a tool from air supply when the tool is unattended and during cleaning or adjustment. Before clearing a blockage, depressing the trigger to remove all air from the tool.
- Do not operate at a pressure above the manufacturers' rating.
- Do not depress the trigger unless the nose piece of tool is directed onto a safe work surface.
- Do not carry a tool with the trigger depressed.

- Do not load a tool with fasteners while the trigger is depressed.

Painting

- Painters must work in a well-ventilated area. Open doors and windows or use exhaust fans.
- Painters will wear approved respirators if they cannot ventilate the area well enough to get rid of fumes.
- Workers will wear safety goggles, gloves, and a respirator when using chemical strippers, caustic cleaning compounds, or strong solvents.
- Do not use or store paint products near a flame or heat source. Do not smoke while painting or using thinner.
- Clean up promptly after painting, and properly dispose of soiled rags.
- Painters must never point the spray tip of an airless sprayer at any person or toward any part of their body.
- Do not operate sprayers without the tip guard in place.
- Do not spray in the vicinity of open flame, pilot lights, electrical outlets, or any other source of ignition.
- Do not spray volatile materials with flash points lower than 140° f 60° c.
- Painters must shut off unattended spray units, with pressure relieved, and the trigger lock set.
- Spraying outside is not allowed on very windy days.

Material Handling/Storage

- All materials must be properly stacked and secured by blocking, banding or other means to prevent rolling, tipping, sliding, falling or collapse.
- Stored materials must be accessible from at least two sides.

- Do not store materials near flammable substances or other sources of ignition.
- Before releasing the bands on a loaded truck, be certain that the load will not shift when released.
- Do not lift heavy loads over areas where employees are working or equipment is parked.
- Use tag lines to control heavy loads that are swinging from a boom, crane or other type of material handling equipment.
- When working near others, let them know before you drop a load.
- Material must not be thrown from elevated places to floor or ground levels. Suitable lowering equipment or chutes must be used.

Pedestrians

- Use walkways and sidewalks where provided.
- Do not walk in front or behind any vehicle that is maneuvering to pick up or lower a load.
- Do not walk behind a vehicle attempting to back up. The driver may not see you.
- Do not walk near the back of a forklift. It may swing in your direction before you can get out of its way. Stay out of any situation that could pin you between a vehicle and a stationary object.
- Do not stop to talk to another person while you are in a vehicle roadway. Step to the side to prevent vehicles from having to maneuver around you.
- Walk around areas where overhead work is in progress or areas, which have been barricaded.
- Be alert to traffic conditions around you.

Personal Protective Equipment

- Hard hats are required on the job site.
- No soft shoes (jogging, tennis, loafers) are permitted on site. Workers must wear sturdy boots or shoes with puncture resistant soles.

- All workers will wear shirts (buttoned) at all times.
- All employees will wear full-length trousers, preferably heavy-duty denim.
- No extremely long hairstyles shall be permitted on the job site unless properly secured to prevent entanglement in machinery and equipment.
- Safety glasses shall be worn when the worker is exposed to operations that pose potential eye injury such as chipping, grinding, hammering, or using compressed air.
- Respirators shall be used where chemical fumes or spray may be present, such as during spray painting.

Power Saws

- Workers will wear safety glasses whenever operating a power saw.
- Power saws with broken, altered, or missing guards and anti-kickback devices are not allowed on the work site.
- Power saws must be firmly mounted on a work bench or table. Workers must not use power saws "free hand".

Scaffolds

- Scaffolding equipment must be properly assembled and installed by a competent person, and inspected by a competent person before each shift. No employee will tamper with or move any scaffold component including planks, poles, legs, and rails.
- Scaffolds must be at least 12 feet away from power lines. Foremen will be alert to keep long handled tools away from power lines.
- Scaffolds may only be climbed from designated points or on properly installed ladders. Employees must not climb the cross braces for access to the scaffold.
- Personal fall protection must be provided if the scaffold is over 10 feet high.
- Scaffold working platforms must be planked all the way across and have guardrails in place.

- Unsafe scaffolds must be tagged "Out of Service" and other means taken to ensure workers will not climb on them.
- Workers must not walk or work beneath a scaffold unless a wire mesh has been installed between the midrail and the toeboard or planking.
- Workers are prohibited from jumping from, to, or between scaffolding.
- Nothing may be thrown from scaffolds with proper equipment or chutes.
- Using planks to jerry-rig bridges between scaffolds or from the scaffold to the structure is prohibited.
- Keep tools and materials away from edges so they don't drop on workers below.
- Do not keep more material than needed on a scaffold and don't allow debris to accumulate. Distribute loads evenly over the planks.
- Workers are not allowed on scaffolds during storms, or in high winds; or when scaffolds are covered with ice or snow.
- Employees may not remain on mobile scaffolding while it is being moved.
- Wheels on rolling scaffolds must be locked before workers may climb on them.

Solvents

- Keep solvent use and storage to a minimum.
- Solvents must be stored in sturdy containers and kept sealed when not in use.
- Many solvent vapors are highly flammable and can create an atmosphere in which a fire can start. At all times:
 - Keep the volume of flammable in the workplace solvents to a minimum
 - Prevent spills and leaks and clean them up immediately
 - Eliminate ignition sources such as bare light bulbs, electrical equipment, static electricity hazards, pilot lights, hot surfaces, and mechanical friction
 - Turn off gas pilot lights and do not restart them until the room is free of fumes.

- Reduce the vapor concentration by ventilation or extraction systems.

Vehicle Operation

- Only properly maintained and operating vehicles and equipment are allowed on site. Brakes, lights, horn, tires, steering, windshield wipers, alarms etc. must function properly.
- Employees working in or adjoining areas with vehicular traffic are required to wear bright/reflective clothing (shirts, vests, or jackets).
- Operators must use seat belts and any other safety equipment.
- Travel the most direct and safest route; observe all traffic laws.
- Pedestrians always have the right-of-way. Always assume that pedestrians cannot see you.
- Observe posted speed limits and do not travel faster than is safe for conditions.
- Report all motor vehicle accidents to the ABC Company representative.
- Do not leave the scene of an accident in which you are involved, unless injured, without reporting to a supervisor.
- Make sure loads on trucks are securely tied down and properly marked.
- Equipment must be parked with the blades, forks or buckets on the ground or firm support, or blocked against movement.
- Booms on parked equipment must be secured.
- Vehicles should be carefully loaded to prevent loss, damage, or injury from falling objects. Any object that may fall off must be packed, tied, or otherwise secured.

Welding and Cutting

- Welding equipment must be installed properly, grounded and in good working condition.
- Welders must suitable protective clothing and proper eye protection when welding, brazing, soldering or flame cutting.

- Welding areas will be kept clean and free of debris. No flammable, volatile, or explosive materials are allowed in or near the work area.
- Weld screens must be used in areas where other workers are close by, or in areas where combustible materials cannot be moved to a safe distance.
- Do not weld on containers that have held combustibles or flammable materials.
- Keep leads orderly and out of walkways. Suspend them whenever possible.
- DO NOT WELD if leads or machine are in or near water.
- A portable fire extinguisher must be immediately accessible in weld areas.
- Do not perform any hot work or other spark producing operations within 50 feet of containers labeled "Flammable" or "Combustible."

I am an authorized representative of my company and have read the safety policies contained in this document. I agree to ensure that my company's employees and subcontractors adhere to the rules and policies while they are on a ABC Company job site.

Name of subcontractor

Date

Company name

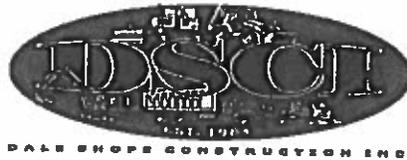
XL Insurance • Risk Control Division • 520 Eagleview Boulevard, PO Box 636, Exton, PA 19341 • Phone: 800-327-1414 • Fax: 610-458-7285 • xlinsurance.com/environmental

Interstate Solar Group, LLC Lone Star Solar Division

Solar Division of Dale Shope Construction, Inc.

Presents Vertical Solar Farm Proposal

to
The City of Snyder, Texas



Contact Information:

Mr. Dale Shope
P O Box 597
Hiawassee, GA 30546
dshope@daleshope.com

This document contains confidential information.

This proposal is based on information and provisions provided in City of Snyder – Request for Proposal...



THE CITY OF SNYDER, TEXAS

P O Box 1341 • 1925 24th Street • 79550-1341
325/573-4957 • 325/573-7605 Fax

August 15, 2016

REF: Addendum #4 - Solar Photovoltaic System & Power Purchase Agreement

Dear Sir:

The City of Snyder issuing the following addendum to the request for proposals "Solar Photovoltaic System & Power Purchase Agreement".

The City of Snyder will provide the following is extending the closing date and time until **Monday, August 22, 2016 at 2:00 PM.**

Please return your proposals on this form in a sealed envelope marked, "Solar Photovoltaic System & Power Purchase Agreement" or by electronic submission to dnicholson@ci.snyder.tx.us.

Please return you bid to:

City of Snyder
Attn: David Nicholson
Purchasing Department
1925 24th Street
Snyder, TX 79549

The bids will be received until **Monday, 22, 2016 at 2:00 PM**

Please do not depend on any overnight delivery service for next day delivery of your bid.

If you have any questions regarding the specifications, please call David Nicholson at (325) 573-8988.

The bid will be awarded to the lowest responsible vendor or to the vendor who provides goods or services at the best value for the City of Snyder. The City of Snyder reserves the right to reject any and all bids.

Sincerely,

A handwritten signature in black ink, appearing to read "David Nicholson", is written over a white background.

David Nicholson
Purchasing Director

City of Snyder – Closed Landfill



< image 1 of 5 >

Table of Contents

1. Business Proposal

2. Company Information & Background

3. Products & Services

4. Suppliers

5. Plans of Operations

6. Research & Development

7. Executive Summary

8. References

9. Resumes

Business Proposal:

DSCI is pleased to present this proposal to The City of Snyder, Texas. This proposal outlines a plan to build a 513kw Solar Farm. The installation site will be at the City's closed landfill and the power to the City's water treatment plant adjacent to the landfill and will be in accordance with the information provided in City of Snyder's – Request for Proposal.

DSCI proposes to supply equipment, materials and labor of 513kw solar system includes...

- 1 Permits from Local Utility Company and Local Jurisdiction,
- 1530 Supply & Install SunEdison 335W 72-cell panels (18% Efficiency),
- 17 Supply & Install SolarEdge 3-p 48V Inverter System with P700 Optimizers,
- 17 D170 Dual-Axis Tracking System, Tracker Ballast Base Construction, and Tracker Assembly
Included: 17- Tracker Main Body, 17- Tracker Platform, 17- D170 Dual-Axis Tracker
Assembly, 17- Electronics board, 17- Electrical board, 1- Software, 1- Installation
Manual, 1- Operation Manual and 17- 20-Year Limited Warranty
- 1 Tracker WEB Internet Controller,
- 1 Anemometer NRG System H40#,
- 1 SolarEdge Data Gateway,
- 1 Set of AC Disconnects, Electric Panels with Breakers Systems,
- 1 Electrical Infrastructure Including Trenching and Cabling,
- 5400' Chain Link Fencing,
- 1 Site Work, Soil Stabilization and Repair Disturbed Areas,
- 1 Construction, Installation, Electrical and Engineering Services.

Bid Total \$2,298,875.00

All Services to be performed per specs provided,
Work schedule to be coordinated with representative from the City of Snyder, TX

Inclusions on Following Page...

This Proposal Includes:

The terms of this Section are incorporated by reference into this proposal and will be in the contract if awarded.

DSCI proposes to perform or cause to be performed the following required elements, and to include necessary steps to accomplish the project described in this RFP. DSCI has considered the time and cost of such performance in formulating this proposal and accept the obligations and covenant with the City as follows:

1. Obtain all required permits and approvals from regulatory authorities having jurisdiction over the project;
2. Notwithstanding the attachment of an aerial photograph to this RFP, you have made an on-the-ground inspection of the proposed site for the installation of the solar PV system and find it suitable for the intended purposes of this project;
3. It is understood that the proposed site is upon and over a closed sanitary landfill subject to regulations of the Texas Commission on Environmental Quality and/or the U. S. Environmental Protection Agency, thus the solar PV system will have to be surface installed with NO excavation or penetration of the surface deeper than 48 inches;
4. DSCI will provide insurance and indemnity as specified in the contract to protect the City from all claims, losses, damages, and attorney fees that arise out of or relate to the solar PV system for (1) any violation of the landfill cap regulations or other applicable environmental regulations; (2) damage to property of the city or others; and, (3) bodily injury or death of any person;
5. DSCI will use only equipment and components that meet or exceed applicable product codes or standards;
6. When applicable, Electrical equipment and components will be constructed and installed on-site in compliance with the National Electric Code. Other construction to be in compliance with International Building Code as modified by the City of Snyder in Chapter 3 of the Municipal Code of Ordinances;
7. Upon placing the solar system into operation, DSCI will provide to the city copies of warranty information on all technology, equipment, components installed or constructed;
8. During the term of the PPA, DSCI will monitor performance of the system daily and provide all necessary maintenance and repairs to assure the system produces minimum power outputs stated in this RFP;
9. During the term of the PPA, DSCI will assure the city receives the bargained for electricity (quantitative and qualitative) at a materially lower price than the city would spend to purchase such electricity in the retail market;
10. Upon expiration of the PPA, DSCI will transfer ownership of the PV system with all equipment and components to the city. Prior to the transfer of ownership, DSCI will provide comprehensive training for operating and maintaining the solar system and it's components:

Company Information:

Business Description:

DSCI is a private construction company that has been completing construction projects since 1984. DSCI was incorporated in Georgia on 1/17/1995.

Company Background and History:

DSCI has built a solid reputation and a vast list of contacts while working in the construction industry for more than 30 years. He is a driven individual in all aspects and tasks that he undertakes whether large or small and strives to provide his customers with the highest standards in quality, safety and customer satisfaction. He has dedicated his life to his work and built his company by hands-on involvement in every aspect of his business from logistics, permitting, material management, estimating, regulatory compliance, OSHA training, certification, finance to public relations. DSCI has been registered and worked in Texas for more than 15 years and has completed projects in multi housing and telecommunications in excess of \$40 million dollars. DSCI has completed over 2500 projects and is licensed and/or registered in most states.

DSCI has partnered with Mechatron, an engineering and solar installation service company that specializes in the design of innovative state of the art systems with expertise in computer design, digital systems, optical electronics, and aerospace engineering. Mechatron has been in business for over 25 years.

DSCI has partnered with McDade-Woodcock, Inc. an electrical installation service company that specializes in industrial and municipal projects. McDade-Woodcock has been in business for 30+ years. The company specialty is complex, fast-paced, cutting-edge projects for today's demands.

DSCI has 21 employees nationally and 15 locally. We plan to beef up our personnel with laborers local to Snyder, TX and surrounding area to assist with this project. We feel it is important to give locals opportunities where we can. This will assist in our acceptance to Snyder by offering extensive economic advantages with more current jobs and future jobs for locals in solar installations.

Current Position and Business Objectives:

DSCI and its partners and personnel offer state of the art and efficient projects from inception to completion... Less than pristine quality is unacceptable. Together we offer over 100 years of experience in construction, electrical, engineering and project management. We are proud to have the opportunity to offer our knowledge, expertise and to install solar projects throughout our great county.

Product & Service Description:

DSCI is pleased to propose the design, installation, and operation of a 513KW Vertical Solar Farm and to design a tracking system that can be installed on the property. .

Products :

All that is needed with our tracking system is a 513KW Vertical Solar Farm in City of Snyder, TX to meet current consumption. It will produce clean energy, reduce carbon footprint, reduce dependence on fossil fuels and OPEC imported oil. Energy produced by the solar farm will be sold directly to the power grid. Under federal law, the power grid must buyback any and all power produced by the 513KW Solar Farm system.

If awarded this project, we plan to use local personnel where possible in the following areas: Skilled and Nonskilled Laborers, Construction, Construction & Project Managers and many more jobs as they become available... This project should produce over twenty jobs over the lifetime of the farm.

Our solar based solutions will provide immediate, measureable solutions to reduce adverse effects on our environment produced by carbon emissions and global warming.

Services:

DSCI will provide engineering, financing, constructing, installing, operating and maintaining a solar generated energy facility to The City of Snyder, Texas by using a Microgrid and Net Metering service provided through the local energy provider at an agreed upon rate for redistribution system(s) under a PPA.

Suppliers:

Sun Edison Panels - Monocrystalline Solar Panels

Monocrystalline solar panels will be used in The City of Snyder, Texas' solar farm design. Monocrystalline solar panels have the highest efficiency rates since they are made out of the highest-grade silicon. The efficiency rates of monocrystalline solar panels are typically 15-20%.

Monocrystalline silicon solar panels are space-efficient. Since these solar panels yield the highest power outputs, they also require the least amount of space compared to any other types. Monocrystalline solar panels produce up to four times the amount of electricity as thin-film solar panels. Monocrystalline solar panels live the longest. Most solar panel manufacturers put a 25-year warranty on their monocrystalline solar panels.

Solar Edge Inverters and Optimizers - Mounts

DSCI prefers to use dual axis trackers, since they follow the sun therefore generating more power. Tracking systems cost is 4-5 times higher than a fixed static pole mount system.

Mechatron – D17 Dual Axis Tracking Systems - Trackers

Tracker systems follow the sun throughout the day to maximize energy output. Solar trackers are proven dual-axis tracking technology that has been custom designed to integrate with solar modules and reduce system costs. Solar trackers generates up to 25% more energy than fixed mounting systems and provides a bankable energy production profile preferred by utilities.

Storage –

Per review of project by our engineers, we are told that there is no benefit or efficiency to installing batteries until 1MW or greater... Due to the current consumption, battery storage is not recommended at this time. It is recommended that battery storage be added when project is increased at 1MW or more.

Plan of Operation: Location: Snyder, Texas

Personnel Plan:

It is our plan to expand our current staff with local personnel where we can to the extent required to make sure we are full capable of handling your project as it will be the priority of all personnel.

Facility:

DSCI and its partners have warehouses reaching from North Carolina to California however it is our plan to purchase or lease a warehouse in the Snyder, TX area that would be suitable for all of our needs from office with all equipment needed for personnel and storage for materials that will be needed.... (Fully Capable Desks / Workstations, Computers, Faxes, Printers), Phone System, Security System, Conference Room...

Local Economy:

It is our plan to purchase materials locally in the City of Snyder where possible and to use local laborers where we can. Our personnel, staff and directors will also be staying in local facilities that are available to us. If tax incentives are favorable, our partner, Mechatron is interested in manufacturing additional tracking units there.

Marketing Plan:

We have a competitive advantage as the services we offer start prior to construction and extend beyond to include planning, design, engineering, construction, monitoring and education. It is our goal to offer as much information on state of the art options of green energy to all qualified persons, businesses and government facilities. We are pleased to assist the City of Snyder, Texas in becoming one of the first green cities in America.

Business Goals, Strategy and Keys to Success:

Providing key personnel and management, state of the art equipment and materials will provide successful implementation and completion of this 513KW Vertical Solar Farm for the City of Snyder, Texas.

Summary of Current Utility Costs:

Based on the provided electrical services data, the City of Snyder is using electricity at five locations as follows...

- Sewer Pump
- 131 37th Street
- 151 Augusta Drive pump
- 2661 Thompson Road
- Recycling Yard

Out of the five feeds, only the 131 37th Street and 266 Thompson Road have demand charges in the power mix. In all five feeds the kwh charges are flat at \$0.0637 and the demand charges are \$8.5 per kw...

Competitive Analysis:

A 513KW Solar Farm is a rare commodity since solar energy generation is still in its infancy in this area but it is a proven technology and a high revenue generating venture.

Suppliers and Inventory:

We have several suppliers that will support this project. The requested funding is below the retail cost. This huge savings is due to large amounts of hardware being purchased from our suppliers and our savings are being passed on to the project and to our customer.

Research and Development:

DSCI continues to research new solar trends on a regular basis. Solar cells are getting more efficient and are producing more power than ever. Solar panels from 3 years ago are now obsolete in comparison to the solar panels produced today. Solar trackers have become more efficient and more reliable due to less moving parts and innovative designs. We are constantly reviewing the design trends and new products entering the solar market place on a monthly basis.

Competitive Comparison:

Every energy provider has their own buyback rate. Texas utilities buyback rates are lower than the country's normal, but still a fit for acceptable returns.

Finance:

The majority of the cost associated with this project will be provided by DSCI and its partners. The projected cost is \$2,298,875.00 for the design, installation, implementation and operation of the 513KW Solar System and Tracking System described in this proposal.

Solar Analysis:

The proposed solar system analysis will produce a high performance system of 2,606kwh/kw annually, so in order to offset the .33 GWh of annual consumption of the City of Snyder, we need to deploy a 513KW DC system or 17 trackers with 90 panels each. The customer will pay back his investment in 6 years. If the City of Snyder can amortize its assets then the financial benefits can drop even more the payback time. This does not include the potential savings for the Aggregation Fee, and if we can offset that type of charge, then the payback period can shrink even more.

Financial Assumptions:

The proposed solar system is comprised of 17 Mechatron D170 dual-axis trackers, with total power @ 513KW that can produce 1,335,400KWh and can offset 10% of current consumption & current charges for the Thompson Rd feed. On an annual basis, the new utility charges for electricity will drop approximately to -\$300.00. The initial investment should pay back in 7 years and cumulative cash proceeds over 25 years in excess of 2.68 million. Our investors are prepared to make a financial investment of approximately \$2,298,875.00 for the installation of the solar system and tracking system that will generate continuous revenues for 20 years...

Executive Summary:

Board of Directors:

Mr. Jeffery Dale Shope, President & CEO
Mr. Walt Hammond, Financial Advisor
Mr. Nicolas Lyssikatos, Participating Member
Mr. Michael Fakukakis, Principle Engineer

Project & Operations Team:

Our team represents professionals that have over 100 years of expertise and experience.

Mr. Dale Shope is our founder and leader of our team of directors. He founded his first construction company while still in high school in 1984. Mr. Shope will be involved in all aspects of the project. He will be responsible for task allocation and coordination and he will be the POC for questions, etc.

Mr. Walt Hammond is a Financial Advisor at Morgan Stanley. He is responsible for portfolio management and implementation for high net worth individuals and their families. Walt was a senior energy analyst for the Wall Street South Investment Club and an energy equity research analyst for Raymond James & Associates.

Mr. Nick Lyssikatos is a high net worth entrepreneur and participating member that is seeking to find a place in the renewable energy, solar sector. He has enormous business success and knowledge. He is driven to succeed in all that he pursues. He is a sponsor for National Police Departments and Local Fire Department. He has an impeccable contact list with contacts in the Nascar circuit, Sysco (Corporate Affiliation in Texas and Local Affiliation in Charlotte, NC), Town of Cornelius. He was voted Entrepreneur of the Year 2015 in Davidson County.

Mr. Michael Fakukakis is the principle engineer and lead designer. He will be responsible for all engineering and on-site administrative and technical tasks, and will be assisting with personnel decisions.

McDade Woodcock, Inc. is entering its 37th year as a well-known and respected electrical contractor with headquarters in Albuquerque, NM that focuses on industrial and municipal projects. Projects completed by MWI range from \$5,000 to \$50,000,000 and bonding capacity is over \$200,000,000 aggregate with single project bonding at \$75,000,000.

- Executive Summary, Resumes, Bonding and Banking Information is Attached...

Ms. Pamela Dean is the office manager and has been with the company for 21 years. She will be responsible for coordination and operations of the office and field personnel and will oversee all aspects of the project.

Mr. Scott Shope is the Safety Coordinator and has been with DSCI for 16 years. He will be responsible for safety meetings and on site safety coordination.

Mr. Dave Molina lives in Snyder, TX and has great knowledge and a great love for the City of Snyder and his heritage. He will assist DSCI as we transition into the area and will play an instrumental part in the management and installation of this project. He will also be trained to perform the maintenance on the project once completed.

Mrs. Sharon Pedronecelli is a native to Texas and currently lives in Albuquerque, NM. She has more than 30 years of experience in the construction industry and has worked at McDade Woodcock for the past 23 years. She presently serves as VP/CFO for McDade Woodcock and sits on the Board of Directors as well. Due to her construction background in Project Management, she has a unique understanding of both accounting and the project side of the business. She also currently serves as a representative for the contractors on the NECA Negotiations Committee, and is also a representative on the Building Committee for NECA/JATC and the NECA/IBEW Partnering Committee.

References:

Mr. Wilburn Smith	Rancher & Owner TKO Equipment	214-957-5040
Mr. Tam Terry	B&B Solvent (Former Sheriff Carson County)	806-662-9510
Mr. Jim Pogacnik	Hunt Companies	740-814-1672
Mr. Phillip Houchens	AT&T Mobility	864-421-1517
Mr. Nathan Byrd	BC Architects Engineers, PLC	276-971-3934
Mrs. Sherry Parramore	Blue Ridge Mountain EMC	706-994-4851
Mr. Bobby Lee	Phillips & Jordan	828-735-0930
Mr. David George	Banking	803-627-1845
Mr. Bob Anderson	Raymond James	706-835-6668
Mr. Walt Hammond	Morgan Stanley	770-548-1890
Mr. David Ralston	Georgia Speaker of the House	706-632-2221
Mr. James Wester	Underwood Law Firm - Texas	806-376-5613
Mr. Rudy Hiersche	Hiersche Law Firm – Oklahoma and Texas	405-235-3123

Resumes To Follow:

Mr. Jeffery Dale Shope

Mr. Walt Hammond

Mr. Michael Fakukakis

McDade Woodcock

Mrs. Sharon Pedronicelli

Jeffery Dale Shope

P O Box 597

Hiawassee, GA 30546

PH: 706-896-3723

MO: 706-781-4944

Experience:

Mr. Shope began pursuing the construction industry at a very early age after working with his grandfather as an upscale home builder in Northeast Georgia and Western North Carolina. Mr. Shope founded his first construction company while still in high school in 1984.

Mr. Shope decided to expand his residential construction expertise in 1995 to include communication tower and installation services to his portfolio. His company has provided residential projects and commercial construction services on all types of communication towers for the major Build-to Suit companies and the major wireless carriers. His company has worked /completed approximately 2500 projects in 26 states.

Mr. Shope has built a solid reputation and a vast list of contacts while working in the construction industry for more than 30 years. He is a driven individual in all aspects and tasks that he undertakes whether large or small and strives to provide his customers with the highest standards in quality, safety and customer satisfaction. He has dedicated his life to his work and built his company by hands-on involvement in every aspect of his business from logistics, permitting, material management, estimating, regulatory compliance, OSHA training, safety certification, finance to public relations.

DSCI has been registered and worked in Texas for more than 15 years and has completed projects in multi housing and telecommunications in excess of \$40 million dollars. DSCI has completed over 2500 projects and is licensed and/or registered in most states.

Mr. Shope has strategically combined a team of advisors and investors to actively pursue construction and funding for energy related projects including solar energy, wind energy and hydraulic fracturing proppant industry. By doing this he has created an enormous contact list throughout the US.

Mr. Shope has also combined a team of reputable solar construction and installation, engineering and design and electrical contractors where less than pristine quality is unacceptable. Together, we offer over 100 years of experience and state of the art efficient projects from inception to completion. We are proud to have the opportunity to offer our knowledge, expertise and to install solar projects throughout our great county.

Summary:

Mr. Shope is very proud of the reputation built over 30 years working in the construction industry and is proud of the construction endeavors he has been a part of. He will continue to provide his customers with the highest standards in quality, safety and meeting deadlines and expectations in the future. He will travel when needed to make sure jobs are completed and that the quality and workmanship of all projects that he undertakes will be something he is proud to put his name on.

Education:

Mr. Shope attended Young Harris College in Young Harris, Georgia and Piedmont College in Demarest, Georgia, where he studied accounting and business management.

References:

Mr. Wilburn Smith	Rancher & Owner TKO Equipment	214-957-5040
Mr. Tam Terry	B&B Solvent (Former Sheriff Carson County)	806-662-9510
Mr. Jim Pogacnik	Hunt Companies	740-814-1672
Mr. Phillip Houchens	AT&T Mobility	864-421-1517
Mr. Nathan Byrd	BC Architects Engineers, PLC	276-971-3934
Mrs. Sherry Parramore	Blue Ridge Mountain EMC	706-994-4851
Mr. Bobby Lee	Phillips & Jordan	828-735-0930
Mr. David George	Banking	803-627-1845
Mr. Bob Anderson	Raymond James	706-835-6668
Mr. Walt Hammond	Morgan Stanley	770-548-1890
Mr. David Ralston	Georgia Speaker of the House	706-632-2221
Mr. James Wester	Underwood Law Firm - Texas	806-376-5613
Mr. Rudy Hiersche	Hiersche Law Firm - Oklahoma and Texas	405-235-3123

Contact Information:

Owner / President	Dale Shope
Mailing Address	P O Box 597 Hiawassee, GA 30546
Physical Address	1088 Henson Drive Hiawassee, GA 30546
Phone	(706) 896-3723
Fax	(706) 896-7372
Email	dshope@daleshope.com

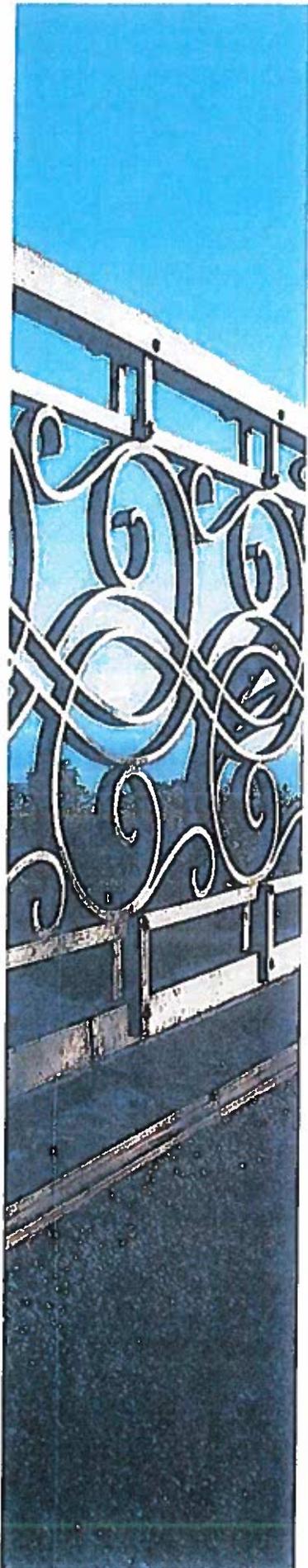
WEALTH MANAGEMENT

Morgan Stanley

Walt R. H. Hammond

Financial Advisor





My Background

Walt R. H. Hammond

Financial Advisor

Walt is a Financial Advisor at Morgan Stanley. He is responsible for portfolio management and implementation for high net worth individuals and their families.

Walt's passion for finance began at Clemson University, where he received a Bachelor's of Science Degree in Economics. He was an activist during his time as a student, working as a member of Student Government, and assisting the Student Free Enterprise team in utilizing economic theory to preserve campus resources. He also developed global financial skills by completing the highly selective European Finance Program with Barclay's Capital Investment Banking Division. The program took place in multiple countries including the UK, France, Germany, Italy, and Switzerland.

Due to his diligence and aptitude for economics, Walt has held several comprehensive positions in the financial sector. He has worked as an analyst in the capital markets industry, and was a senior energy analyst for the Wall Street South Investment Club. There, he not only completed important research projects, provid

ed securities analysis and developed pitches, but also led subordinate analysts in completing their tasks. In addition, Walt worked as a financial and logistics analyst for Cox Livestock, and as an energy equity research analyst for Raymond James & Associates.

Walt recognizes the importance of understanding a client's goals before developing an efficient strategy. He works tirelessly to appreciate his clients' needs, objectives, and potential risks to cultivate and execute a diversified strategy. Once a plan is in place, Walt provides ongoing evaluation and assesses investment allocation based on market cycles and life events.

When Walt is not busy serving his clients, his hobbies include fly-fishing, scuba diving, and golfing.

What Makes Me Different?

Capital Markets Experience: I have worked in the capital markets industry specializing in the oil and gas industry. My experience as an analyst helps me provide clients with clarity during turbulent markets. I use my experience to help reduce exposure and mitigate risk in the overall market.

Client Philosophy: By limiting the number of clients I maintain, I'm able to offer personalized attention to a select group of successful institutions, families and individuals helping them to preserve, manage and create wealth.

Personal Relationships: My clients experience a very unique kind of relationship. The relationship I provide is based on deep understanding and mutual respect. Such relationships are, in my belief, the fundamental building block that leads to the success of every asset management plan.

Wealth Management Advice: I take pride in helping to offer an objective point of view without the distraction of conflicts of interest. My goals and those of my clients are one and the same. It's this working relationship that provides clients with unbiased wealth management, helping them to meet their objectives today, tomorrow and for generations to come.

Who I Work With:

A. Ultra-High Net Worth: I work with a select group, affluent individuals, and families on investment management and financial planning by providing proactive communication and rigorous discipline in order to help deliver a greater degree of confidence.

B. Business Owners: I provide business owners with a comprehensive financial plan crafted specifically for their needs. I help successful business owners and Entrepreneur's manage their wealth taking into account everything from retirement planning to tax liabilities so they can

concentrate on their business and other life interests.

C. Retirees/Senior Citizens: I help retirees/senior citizens in the analysis and management of their retirement and estate plans.

Morgan Stanley and its Financial Advisors do not provide tax or legal advice. Individuals should seek advice based on their particular circumstances from an independent tax advisor.

Areas of Focus

I focus on these specific financial areas providing my clients a vast amount of strategic and technical knowledge as well as experience on the following topics:

1. Asset Protection
2. Retirement Planning
3. Investment Management
4. Concentrated Stock
5. Alternative Investments

SUMMARY:

Over 25 years of professional experience on solar technologies, Internet technologies and Telecommunications.

More than 15 years of management experience in leading teams to successfully increase revenues, improve profit margins, re-engineer critical business components, design and implement new technology ideas from the startup phase to a successful business entity.

A successful CEO in 5 private companies that specialized in telecom VoIP services, wireless access services, high speed wireless broadband infrastructure, fleet management, solar tracking technologies for both dual-axis and single-axis machines and solar commercial systems.

He has evolved to a highly skilled entrepreneur with international experience, launching and operating Internet businesses, telecommunication infrastructure and services. Over the last 5 years his focus was dedicated to the design and development of unique and patent protected gearless trackers aiming to evolve them the de facto tracking mechanism globally.

His extensive experience in building new companies extends to innovative and breakthrough techniques for sales and marketing strategies in global complex and dynamic environments.



Solar expertise: feasibility study, life cycle cost analysis, design simulation and optimization, risk analysis, concept design, monitoring and supervisory control design, works scheduling, procurement, construction management and risk analysis, security management, system commissioning, system monitoring and surveillance design.

Telecom expertise: Strategic Business Planning & Leadership, Business & Revenue Expansion, Emerging Markets, Financing and debt structuring for Internet/telecom/mobile venues, Internet, IP security, VoIP, xDSL, wireless and microwave technologies.

MEMBERSHIPS:

- Member of IEEE
- Member of International Who is Who

PROFESSIONAL EXPERIENCE:

4/2013 – present	Mechatron Solar Inc. – Redwood City, CA CEO
2/2009 – 3/2013	AVADOM Solar Ltd. – Athens General Manager
4/2003 – 3/2013	IP Telecommunications Ltd. – Athens General Manager
2/2005 - 7/2005	Clearwire – Kirkland, WA Senior Business and Technology Consultant
9/2003 – 6/2004	Eurowireless S.A. – Athens Senior Business and Technology Consultant
1/2001 – 1/2003	VIVODI Telecommunications S.A. - Athens Managing Director
1/1999 – 10/2000	VoiceNet Communications S.A. - Athens

Telecommunications Manager

- 2/1997 – 10/1998 **California State Automobile Ass. (CSAA) - San Francisco, CA**
Telecommunications Networks Leader Consultant (FDDI, SMDS, Frame Relay, Internet, TCP/IP, IPX, Token ring)
- 10/1996 – 5/1998 **County of Alameda - Data Processing Department - Oakland, CA**
Data Networks and Systems Consultant / Project Management (SNA, AppleTalk, bridging, TCP/IP, Internet, FDDI)
- 4/1996 – 10/1996 **Applied Materials - San Jose, CA**
Lotus Notes Networks Consultant
- 9/1995 – 4/1996 **City of Sacramento - IT Services - Sacramento, CA**
Leader Consultant Networks and IT Systems (FDDI, Frame Relay, ISDN, SNA, AppleTalk, TCP/IP, IPX)
- 5/1995 – 10/1995 **Bank of America - World Headquarters - San Francisco, CA**
Lotus Notes Networks Consultant
- 1/1995 – 5/1995 **Pacific Bell - MIS Headquarters - San Ramon, CA**
Data Networks Consultant (Oracle, TCP/IP, NT, UNIX)
- 11/1994 – 5/1995 **Bank of America - San Francisco Center - San Francisco, CA**
WAN Networks Senior Engineer (Frame Relay, TCP/IP, IPX)
- 1/1994 – 10/1994 **CompuCom Systems - Oakland Office - Oakland, CA**
Senior Networks Engineer (Solaris, Novel/UNIX integration, Internet protocols, DNS, SMTP, POP3)
- 4/1993 – 12/1993 **Edge Information Systems - San Jose, CA**
LAN Networks Engineer (Novel, SNA, Apple)
- 6/1992 – 3/1993 **Graphnet, Inc. – San Francisco, CA**
Telecommunications Engineer (X.25, T1, voice muxes)
- 3/1990 – 6/1992 **Santa Clara University - Santa Clara, CA**
LAN Networks Engineer (Novel, VAX, IBM ES 9000)

PROFESSIONAL MILESTONES:

- 4/2013 – present **Mechatron Solar Inc – Redwood City, CA**
CEO of Mechatron USA Inc (www.mechatron-solar.com), a solar trackers manufacturer of innovative large-scale solar trackers with single-axis, dual-axis, CPV and CSP products. Formulated and implemented the strategic plan of the company for the US market and designed the upcoming solar markets in Latin America, India and China. Oversee the complete operation of the new organization by prioritizing market segments that enhance the execution speed of the business plan and improve the footprint of the company in the local market. Developed strategic alliances with nationwide EPC companies,

solar investors and developers in California, Arizona, Colorado and few other States to kickstart sales activities.
Implemented the financial modeling of the company's trackers production performance compared to other mounting technologies.
Orchestrated the design of new solar applications using the company's products to address specific solar needs in agricultural, industrial and commercial projects.

4/2009 till 3/2013 AVADOM Solar Ltd. - Athens

Founder and CEO of AVADOM Solar Ltd, a new solar energy integration company utilizing the innovative and breakthrough CIGS based thin film cylindrical technology of SOLYNDRA. For over one and a half year the company developed a large sales network and expanded its portfolio of solutions to the residential and business rooftop sector installing residential and commercial systems using exclusively SOLYNDRA panels. By the end of 2011 the company had expanded its portfolio of services and delivered successful installations of solar parks using various European and Chinese pv panels and central inverters.

Each project's design includes all services related to initial consulting, system design, plan construction and integration support services. In particular the company offered per case the following services

Consulting: feasibility study, life cycle cost analysis, master planning, Logistics, design simulation and optimization, performance verification, risk analysis

Design: concept design, schematic design, detailed design, monitoring and supervisory control design

Construction: cost analysis, works scheduling, procurement, construction management and risk analysis, general contracting, permits, security management, system commissioning.

Integrated services: system monitoring, surveillance, security system, operational support, training.

4/2003 till 3/2013 IP Telecom Ltd. - Athens

Founder and CEO of IP Telecom, a consulting company offering IT and telecom services. The company developed a software platform for voice calling optimum routing (Optimum Routing Machine) for international telephone calls using multiple variables such as cost, quality and compression protocols in order to determine the best call routing. The ORM was used by company-owned Call Centers offering low-cost and optimum quality international calls to the public.

The company participated and deployed more than 100 large telecom and IT projects funded by the 3rd European Framework of Support in the fields of public WANs using Wi-Fi technology, VoIP telephony, data integration and optimization, database access redundancy.

In the retail sector the company developed Wi-Fi based broadband access solutions for hotels, public areas, cafeterias, airports etc. The services (HotelNet, HomeNet, CafeNet) were offered to the large hotels, small businesses and the residential market via direct channels and local distributors.

2/2005 till 7/2005 Clearwire, Kirkland, Washington, US

Senior Business and Technology consultant for Clearwire in an effort to fund Eurowireless wireless data network project. Participated in the re-design and deployment of the wireless data telecommunications network based on the wireless technology in the 3.5GHz spectrum using NLOS (Non-Line-Of-Sight).

Worked with the management team for the business and commercial strategy. I was also responsible for the technology integration of the critical components of the wireless network and the IP based backbone. On July 2005 the project was terminated because Clearwire lost in the bidding process in order to purchase the available spectrum from a Greek seller.

9/2003 till 6/2004 Eurowireless S.A. - Athens

On September 2003 I was hired by Eurowireless S.A. as a senior consultant to participate in the design and deployment of the first wireless data telecommunications network in Greece offering broadband Internet access and VoIP services to the SME and SOHO businesses. The planned technology was based on the 3.5 GHz licensed spectrum using an innovation phased-array antenna design for optimum efficiency of the offered bandwidth.

My role in Eurowireless was the overall business and commercial strategy and the development of the sales channels. I was also responsible for the technology integration of the critical components of the wireless network and the IP based internal backbone.

1/2001 till 1/2003 VIVODI Telecom S.A. - Athens

Founder and CEO of VIVODI Telecommunications, a large scale Telecommunications company using IP based technologies. My duties as Managing Director were the overall view of the company internal design and structure, the strategic direction, the commercial deployment, the technology infrastructure, the services design and deployment. My original design was focused on independent infrastructure, which would guarantee faster financial results and better profitability by offering cheaper but far more stable and competitive services. Part of the basic design elements was the ADSL technology for the last mile access, high speed wireless backhaul using E3 radio systems that was deployed in the extended Attica basin and wholly owned international fiber network, using STM1 circuits to connect Athens with London and Frankfurt. In addition the company purchased STM4 circuits from local fiber optics providers to connect its Attica nodes and its Main Data Center, invested in the deployment of 35 data nodes around the country with ADSL infrastructure and deployed VoIP technology for all of its voice services. By May 2002 the company was offering to the market various voice services, IP-VPN services and Fast Internet services via ADSL access. With my personal involvement, the company had signed and rolled out commercial partnerships with three nation-wide resellers and several local agents in almost every major Greek city promoting all VIVODI services to the corporate sector initially and extending to the retail market by June 2002.

VIVODI was the first Greek Telecom company to use the LLU deregulation to offer fast Internet services to the retail market. The service was introduced in January 2003 under my direct supervision with great success and massive approval from the market.

1/1999 till 11/2000 VoiceNet - Athens

Founder and Telecommunications Manager and technology leader for VoiceNet Telecom, a new Telecommunications company in the newly deregulated Telecom market. In less than 10 months of operation the company was functioning in 6 major Greek cities offering voice/fax services to the corporate sector. In November 1999 SANYO Hellas invested 1.76 million € to purchase 50% of the company's equity. After the capital investment was materialized, I migrated the TDM network into packet based using CISCO's VoIP technology. The company was officially the first in Greece to use the VoIP technology in a production environment.

1/1990 till 6/1998 Various engineering and consulting positions

After I graduated from the University of Patras with a bachelor in Physics, I applied to the Graduate School of Engineering at Santa Clara University where I received my Masters in Electrical and Computing Engineering in 1992 with a dissertation in Data Networks routing efficiency algorithms. After graduation I start exploiting various professional positions and opportunities in data networking, telecommunications, Internet services, re-engineering consulting, team organization and project management and rollout.

Some of my most distinct projects include the re-design of the CSAA backbone network with the introduction of the ATM technology, which resulted in the integration of on-net voice between 125 branch offices in 2 States (California and Nevada), video streaming and data communications, with immediate financial benefits, workflow improvements, and introduction of new company-wide services (automatic customers claims and payments). Other large scale and exposure projects include the re-design of the County of Alameda fiber backbone, the City of Sacramento new network design and implementation. In most of the projects, I functioned as project leader providing technology expertise and training as well as project management supervision, guidance, and improvement of technical staff skills.

EDUCATION:

MARCH 1990 - JUNE 1992.

SANTA CLARA UNIVERSITY, CALIFORNIA, US

Master of Science in Electrical and Computing Engineering (MSEE)

Thesis in Data Communications Optimization

SEPTEMBER 1984 - JUNE 1989.

UNIVERSITY OF PATRA, GREECE

Bachelor in Physics

Dissertation in digital systems using x86 microprocessor

CONFERENCES:

Strategic International, Hilton, Athens, 23/10/2001

Speaker – xDSL / Integrated services on faster technology

ICT Forum, Caravel Hotel, Athens, 14/11/2001

Speaker – Market deregulation through retail chains

Strategic International, Caravel Hotel, Athens, 20/5/2002

MICHAEL FAKUKAKIS
Mobile 415-7125231
Email mfakukakis@mechatron-solar.com

873 Taurus Drive
Foster City, CA, 94404

Panelist – The Greek government meet the broadband services

**East Central Europe Leadership Conference, London,
29/10 – 1/11/2002**

Speaker – Presentation of VIVODI Telecom and its role in the Greek and Balkan telecom market

Strategic International, Caravel Hotel, Athens, 19/11/2002

Speaker – Exploiting the potential of new Telcos: the Greek scenario

**RenewFI – new industry opportunities in solar financing,
Richmond, CA, 1/28/2015**

Speaker – Software and technology systems session



McDADE-WOODCOCK, INC.

Executive Summary

Entering our Thirty Seventh Year of business, McDade-Woodcock, Inc., synonymous with Electrical construction excellence, looks forward to the challenges of the Twenty First Century and the opportunities ahead.

McDade-Woodcock is an electrical, instrumentation and control contractor focusing on industrial and municipal projects. The company specializes in water, wastewater, high-voltage distribution, high-tech, clean rooms, institutional, industrial, data centers, and renewable facilities. Our specialty is complex, fast-paced, cutting-edge projects for today's demands.

McDade-Woodcock, Inc., believes people are the building blocks of success. Employing professional, technically sound personnel, utilizing the practices of proactive management and the concept of accountability are some of the ways McDade-Woodcock, Inc., continually strives to be the best.

With our corporate office in Albuquerque, New Mexico, and Branch office in Centennial, Colorado, McDade-Woodcock, Inc., can support your construction efforts throughout the South Western United States.

McDade-Woodcock, Inc., performs work as a Sub-Contractor and as the Prime Contractor on special instances. Our project sizes range from \$ 5,000 to \$ 50,000,000. Our bonding capacity is over \$ 200,000,000 aggregate with single project bonding over \$ 75,000,000.

Thirty six years of Construction Experience, Aggressive Proactive Management and Field Staff, Financing, Bonding and Equipment are the foundations that allow McDade-Woodcock, Inc., to undertake and successfully execute unique and challenging projects and provide Owners, Engineers and General Contractors a quality project built on time and within budget.

McDade-Woodcock, Inc.'s, Depth and Diversity of experience should leave little doubt that McDade-Woodcock, Inc. is your Electrical Contractor of Choice for Essential Electrical Services.

Capabilities & Services:

- *In-House Auto CAD, 3D & AutoCAD MEP Services*
- *BIM – Building Information Modeling*
- *LEED – Leadership in Energy and Environmental Design*
- *In House Design Support Staff*
- *Web Based Project Management Program*
- *Electronic Project Scheduling*
- *Financial Strength*
- *Bonding Capacity*
- *Experienced Management Staff*
- *Experienced Craft Labor Force*
- *Industry Leading Safety Commitment*

CORPORATE

104 Claremont Ave. NE
Albuquerque, NM 87107
Billing Address
P.O. Box 11592
Albuquerque, NM 87192
T 505-884-0155
F 505-804-6073

DENVER

1335 E. Fremont Drive
Centennial, CO 80112
T 303-803-1809
F 303-803-1818

COLORADO SPRINGS

122 Commerce Center Drive
Suite 245
Colorado Springs, CO 80919
Billing Address
P.O. Box 7349
Colorado Springs, CO 80933
T 719-264-1236
F 719-264-1450

IWIEIC.com



McDADE-WOODCOCK, INC.

Attachment #1

Licensing

<u>State</u>	<u>Number</u>	<u>Classification</u>
Arizona	ROC221949 ROC221948	L-11 Electrical A-17 Elec. & Transmission
California	979846	C-10 Electrical
Colorado	3648	Electrical
New Mexico	17754	EE98 - Inside Electrical EL01 - Outside Electrical GA01 - Asphalt & Concrete
Oregon	C795 195005	C- Electrical Contractor Commercial Specialty
Texas	20301	Electrical
Wyoming	C-26047	Electrical Contractor

CORPORATE

2404 Claremont Ave. NE
Albuquerque, NM 87107

Mailing Address
P.O. Box 11592
Albuquerque, NM 87192

Ph 505-884-0155
Fax 505-884-6073

States of Incorporation

- Arizona
- California
- Colorado
- Nevada
- New Mexico
- Oregon
- Texas
- Utah
- Wyoming

DENVER

15335 E. Fremont Drive
Centennial, CO 80112

Ph 303-803-1809
Fax 303-803-1818

COLORADO SPRINGS

7222 Commerce Center Drive
Suite 245
Colorado Springs, CO 80919

Mailing Address
P.O. Box 7349
Colorado Springs, CO 80933

Ph 719-264-1236
Fax 719-264-1450



McDADE-WOODCOCK, INC.

Attachment #5

References

Suppliers

C.E.D.
2416 B Comanche NE
Albuquerque, NM 87107
(505) 830-8450
Andy Elting

GEXPRO
425 Quivas Street
Denver, CO 87125
(303) 572-7100
Eric Packer

Yukon & Associates
4211 Hawkins St. NE
Albuquerque, New Mexico 87109
(505) 344-2972
John Bailey

Cummins Rocky Mountain
8211 East 96th Ave.
Henderson, Colorado 80640
(800) 927-7201
Ken Peterson

AmWest Controls
10715 E. 106th Ave.
Brighton, Colorado 80601
(303) 289-2115
Tom Majors

Contractors

Kiewit New Mexico
2415 Princeton NE, Suite E
Albuquerque, New Mexico 87107
(505) 884-9715
Gray Kite

Jaynes Corporation
2906 Broadway NE
Albuquerque, New Mexico 87125
(505) 345-8591
Shad James

CH2M Hill
2625 S. Plaza Drive, Suite 300
Tempe, Arizona 85282
(480) 966-8188
Greg Fischer

Western Summit Constructors
9780 Mt. Pyramid Ct.
Englewood, Colorado 80112
(303) 298-9500
Dan Coder

Bridgers & Paxton
4600 Montgomery Blvd., Suite C
Albuquerque, New Mexico 87109
(505) 883-4111
John Heck

CORPORATE

104 Claremont Ave. NE
Albuquerque, NM 87107
Billing Address
P.O. Box 11592
Albuquerque, NM 87192
T 505-884-0155
F 505-884-6073

ENVER

335 E. Fremont Drive
Denver, CO 80112
T 303-803-1809
F 303-803-1818

COLORADO SPRINGS

223 Commerce Center Drive
Suite 245
Colorado Springs, CO 80919
Billing Address
P.O. Box 7349
Colorado Springs, CO 80933
T 719-264-1236
F 719-264-1450



McDADE-WOODCOCK, INC.

Attachment #6

Financial Contact Information

BANK

Bank of the West
Ross W. Busby
500 Marquette Ave. NW, Suite 1400
Albuquerque, New Mexico 87102
(505) 843-9180 Telephone

BONDING COMPANY

CNA / Western Surety Company

BONDING AGENT

Hub International
David C. Mitchie
Surety Consultant
7770 Jefferson St. NE #200
Albuquerque, New Mexico 87109
(505) 828-4000 Telephone
(866) 487-3972 FAX
Program Levels: +75 Million Single Project
+200 Million Program

CORPORATE

2404 Claremont Ave. NE
Albuquerque, NM 87107

Mailing Address
P.O. Box 11592
Albuquerque, NM 87192

Ph 505-884-0155
Fax 505-884-6073

DENVER

15335 E. Fremont Drive
Centennial, CO 80112

Ph 303-803-1809
Fax 303-803-1818

COLORADO SPRINGS

7222 Commerce Center Drive
Suite 245
Colorado Springs, CO 80919

Mailing Address
P.O. Box 7349
Colorado Springs, CO 80933

Ph 719-264-1236
Fax 719-264-1450

INSURANCE COMPANY

AON Risk Services West, Inc.
C. Dawn Brazell, CIC, Sr. Vice President
Construction Division
6501 Americas Parkway NE #650
Albuquerque, New Mexico 87110
(505) 889-6700 Telephone
(505) 884-7831 FAX



SHARON PEDRONCELLI, VICE PRESIDENT/CFO

Ms. Pedroncelli has more than 30 years of experience in the construction industry and has worked with McDade-Woodcock, Inc., for the past 23 years. She presently serves as Vice President/CFO. She also served as Construction Manager, Estimator and Project Manager for the Road and Traffic Division for 12 years. She took over the position of Controller in 2003 while continuing to estimate Road and Traffic work until 2010.

<p>VICE PRESIDENT/CFO</p> <p>History of Employment with MWI: 23 years Design/Build Project Management, Design, or Construction Experience:</p> <ul style="list-style-type: none"> ✓ 12 years of Project Management Experience ✓ 19 years of experience on NMDOT, City of Albuquerque, City of Santa Fe, City of Rio Rancho Contracts <p>Role in Projects Referenced :</p> <ul style="list-style-type: none"> ✓ Construction Manager ✓ Project Manager ✓ Estimator

Ms. Pedroncelli has proved to be an exceptional asset to McDade-Woodcock, Inc.'s organization. The following is an abbreviated list of projects to which she has provided professional skills and leadership.

RELEVANT PROJECT EXPERIENCE

CORPORATE

2404 Claremont Ave. NE
Albuquerque, NM 87107
Mailing Address
P.O. Box 11592
Albuquerque, NM 87192
Ph: 505-884-0155
Fax 505-884-6073

DENVER

15335 E. Fremont Drive
Centennial, CO 80112
Ph 303-803-1809
Fax 303-803-1818

COLORADO SPRINGS

7222 Commerce Center Drive
Suite 245
Colorado Springs, CO 80919
Mailing Address
P.O. Box 7349
Colorado Springs, CO 80933
Ph 719-264-1236
Fax 719-264-1450

I-25/I-40 System Interchange – The Big I, - Albuquerque, NM

A \$6.7 Million subcontract to Twin Mountain Construction Company for the NMDOT. MWI's portion of this contract included 25 – 120' Highmast Light Poles, over 250 Street lights, 14 Intersections including signalization and lighting, Underpass lighting, and multi-duct conduit for a future ITS system.

Downtown / City Wide Traffic Computer Signal System - Albuquerque, NM

A \$2.2 Million primarily electrical project to upgrade the Downtown traffic signal system for the City of Albuquerque. This project included changing out the existing traffic signal controllers at several locations in the Downtown area. It also required new conduit and communication cable.

Paseo Del Norte/Phase II - Albuquerque, NM

A \$929 Thousand subcontract to CCM, Inc. to update the traffic signal, lighting and communications electronics along this far northeast heights roadway for the City of Albuquerque. McDade-Woodcock, Inc.'s portion of the contract included the installation of traffic signals and a fiber optic interconnect system.

Coors Boulevard Widening - Albuquerque, NM

A \$541 Thousand subcontract to JR Hale, Inc, to expand the lighting and signalization along this northwest boulevard for the City of Albuquerque. MWI's portion included temporary signal spans, permanent signalization, lighting and a interconnect system.

SHARON PEDRONCELLI, VICE PRESIDENT/CFO

Cerrillos Road Improvements - Santa Fe, NM

A \$1.1 Million subcontract to David Montoya Construction, Inc. for road improvements in the City of Santa Fe. MWI's portion of the contract included the installation of traffic signals, lighting, and a fiber optic interconnect system.

Los Alamos Burn Area Reconstruction and Utilities Upgrade – Los Alamos, NM

A \$6.5 Million subcontract to AUI for the reconstruction of the area affected by the Cerro Grande fire in the County of Los Alamos. MWI's portion of this reconstruction of approximately 8.5 miles of residential roadway includes all electrical work and installation of owner furnished pad mounted transformers, pad mounted switches, cable, and street and lighting meters.

NMDOT – I25 & I40, High Mast Upgrade – Albuquerque, NM

A \$243 Thousand prime contract to replace lowering devices and luminaries on existing 120' & 150' poles throughout Albuquerque. This project included replacing lighting control cabinets, pull boxes conduit and wire.

OTHER RELEVANT EXPERIENCE

As controller of McDade-Woodcock, Inc., Ms. Pedroncelli played a key role in converting the accounting system from an MS dos system to Master Builder. Also because of her background in Project Management, she has a unique understanding of both accounting and the project side of the business. She also sits on the Board of Directors for McDade-Woodcock, Inc. Sharon currently serves as a representative for the contractors on the NECA Negotiations Committee. She is also a representative on the Building Committee for NECA/JATC and the NECA/IBEW Partnering Committee.

S & J Experience 1986-1993

Sharon served as Accounts Payable Manager and assistant Project Manager for S & J Enterprises.



BILL MILLER, CONSTRUCTION MANAGER

Mr. Miller has 37 years experience in the electrical industry on projects ranging from aviation, transportation, commercial, to industrial. Bill is a self-motivated individual who exhibits the latest in true project management, exhibiting a skill-set to safely complete the objective and exceed customer expectations. Bill's current position is Construction Manager.

<p>CONSTRUCTION MANAGER</p> <p>History of Employment with MWI: 14 years Design/Build Project Management, Design, or Construction Experience: ✓ 37 years of Electrical Experience</p> <p>Role in Projects Referenced: ✓ Construction Manager ✓ Senior Project Manager</p>

RELEVANT PROJECT EXPERIENCE

Colorado Springs Utilities – SDS-WTP

The SDS Water Treatment Plant Project is a new construction of a 50 MGD Water Treatment Plant with the capability of upgrading to a 100 MGD facility. The construction consists of installing the 5KV Distribution system, Low Voltage Distribution System, Chemical Feed System, Fire/Security Alarm System, LED lighting System and associated Process Control Systems. The Process Control consists of Profibus, Devicenet and Ethernet Networks. McDade performed as the Electrical Contractor and was responsible for coordinating Facility Start-Up and Supplying CAD documentation of the Electrical Installation.

Estimated Project Cost: \$14,334,270

Colorado Springs Utilities – SDS-RWPS

The SDS Raw Water Pump Stations Project consists of the new construction of 3-Pump Stations supplying water over 55 miles from Pueblo Reservoir to the new SDS-WTP. The construction consists of installing the 5KV Distribution system, Low Voltage Distribution System, Chemical Feed System, Fire/Security Alarm System, LED lighting System and associated Process Control Systems. The Process Control consists of Profibus, Devicenet and Ethernet Networks. McDade performed as the Electrical Contractor and was responsible for coordinating Facility Start-Up and Supplying CAD documentation of the Electrical Installation.

Estimated Project Cost: \$9,258,113

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BILL MILLER, CONSTRUCTION MANAGER

Pima County Water Reclamation Facility – Tucson, Arizona

New water reclamation facility with capacity to treat 32-mgd, with innovative technology to produce the highest quality effluent; prevent odors and maintain water quality.

The processes include influent screening, a grit/flocculation chamber; dissolved air flotation (DAF), secondary treatment, tertiary treatment and chlorination disinfection.

Estimated Project Cost: \$13,961,010

Ina Road Water Reclamation Facility - Tucson, Arizona

This Fast Tracked Project includes expansion of preliminary and primary treatment facilities from 37.5-mgd to 50-mgd usage. Construction of a new 25-mgd ammonia/nitrogen/nutrient removal process system will help to reduce the nutrients and toxicity levels from the facility's effluent. Renovations and improvements include adding, modifying, replacing and expanding various components in the existing treatment process, such as aeration tanks, secondary clarifiers, Supervisory Control and Data Acquisition (SCADA), High-Purity Oxygen System, Power Generation and Distribution Facilities, Biological Nutrient Removal Activated Sludge system, and an additional 12.5 mgd Bardenpho process treatment train. In addition, these modifications and expansions will include extensive odor control and consolidation of bio-solids processing and disposal. Odor control includes treatment of odors from all process units for both newly constructed facilities and existing/retrofitted facilities. The bio-solids expansions will consist of digesters and associated equipment and processes, which will facilitate methane production to be used as biofuel at the facility.

Estimated Project Cost: \$23,900,265

Aurora Reservoir WPF Prairie Waters Project-Aurora, Colorado

Construction of new 50-mgd Water Purification Facility, that will treat water delivered from the Prairie waters Project through pumping stations and transmission Pipeline Segments. It includes softening, ultraviolet light/advanced oxidation, filtration and granular activated carbon adsorption and finished water pumping. This facility will also treat up to 33 mgd of low from the Aurora Reservoir for blending with the Prairie Waters supply to control the concentration of dissolved solids in the finished water.

Estimated Project Cost: \$16,944,684

San Juan / Rio Chama Water Treatment Plant – Albuquerque, New Mexico

A \$21 Million subcontract to PCL/Triad Construction for the construction of a new water treatment plant to serve the Albuquerque area. MVI's portion includes lighting, power, electrical distribution, fire alarm and instrumentation and control.

Estimated Project Cost: \$21,975,000

BILL MILLER, CONSTRUCTION MANAGER

New Mexico Rail Runner Express – Albuquerque, New Mexico

An approximate \$2.5 Million subcontract to Twin Mountain Construction Co. for the construction of a new commuter rail system extending from Belen to Bernalillo. MWI's portion includes parking facilities and station platforms. Lighting, power, electrical distribution and communications infrastructure will be provided.

Estimated Project Cost: \$2,800,000

Hanna Ranch Solids Handling & Disposal Facility-Colorado Spring, Colorado

Upgrade existing WWT. The upgrade includes; new high voltage system, instrumentation and control system comprised of eight new data control units, P.I.C's, and numerous instruments, interconnected through multi-conductor, fiber optics, and coaxial cable, new chlorine building, and retrofit of existing administration and chemical buildings.

Operational Support Facility -Schriever AFB, Colorado

New construction of an administrative support office building. The construction includes a new high voltage distribution system, site development, complete Tele/Data system, lighting, mechanical, fire alarm and branch power.



Snyder Chamber of Commerce Membership Application

Annual Membership Investment Formula

INDIVIDUALS \$65
(Spouse, add \$20)

SENIOR CITIZENS \$50
(65 Years or Older -
Spouse, add \$20)

**NON-PROFITS/
CIVIC CLUBS \$100**

COMMERCIAL MEMBERSHIP
1-5 EMPLOYEES \$125
6-10 EMPLOYEES \$175
11-15 EMPLOYEES \$225
16-25 EMPLOYEES \$275
26-50 EMPLOYEES \$325
51-100 EMPLOYEES \$375
101-150 EMPLOYEES \$500
151+ EMPLOYEES \$1,000

If you own more than one business please pay for the total amount of employees in all of your businesses. Then you can add additional business names for \$50 each.

Payments can be made Annually,
Semi-Annually or Quarterly.

Business / Individual Name Michelle Bird

Mailing Address 3100 Crockett

Physical Address 2518 Ave R

City Snyder State TX Zip Code 79549

Phone# 325-707-1388 Fax# _____

Web Address Facebook.com/theblessednest

Email Address theblessednest@sbcglobal.net

Primary Contact Name Michelle Bird Title owner

Secondary Contact Name Chris Bird Title owner

Number of Employees 1

When was your business established? 2012

Classification of business (for chamber website) Retail - gifts store, home decor,

furniture, antiques, clothing

I hereby apply for membership in the Snyder Chamber of Commerce agreeing that my annual investment will be \$ 50 payable as indicated below.

Billing Method: Annually Semi-Annually Quarterly

Payment Method: Check Enclosed Invoice

Signature Michelle Bird Date 8-19-16

Thank You for joining the Snyder Chamber of Commerce!
Grand opening Sept. 23rd

