

**AGENDA**  
**SNYDER CITY COUNCIL REGULAR MEETING**  
**NOVEMBER 7, 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. PUBLIC HEARING: TAX ABATEMENT AGREEMENT WITH MIDWEST SOLAR POWER, LLC.
  1. Open. Time:\_\_\_\_\_
  2. Discussion:
  3. Close. Time:\_\_\_\_\_
- III. RECOGNIZE EMPLOYEE OF THE MONTH:
- IV. RECOGNIZE VISITORS:
- V. VISITORS/CITZENS FORUM:
- VI. MINUTES:
  1. Consider And Act On Approval Of The Minutes Of The Special Council Meeting, October 17, 2016.(Pages 1-3)

Documents:

[MIN161017.PDF](#)

2. Consider And Act On Approval Of The Minutes Of The Planning And Zoning Commission Meeting, October 18, 2016.(Page 4)

Documents:

[MIN161018.PDF](#)

VII. BIDS:

1. Consider And Act On Approval The Purchase Of A TYMCO Street Sweeper For Dept. 25 From Industrial Disposal Supply Through Buy Board For \$193,381.50.(Pages 5-6)

Documents:

[TYMCO SWEEPER.PDF](#)

VIII. NEW BUSINESS:

1. Consider And Act On Approval The Tax Abatement Agreement Between The City Of Snyder And Midwest Solar Power, LLC.(Pages 7-42)

Documents:

[TAX ABATEMENT AGREEMENT.PDF](#)

2. Consider And Act On Approval On First Reading An Ordinance Reducing The Speed Of Motor Vehicles Along Segment Of FM 1607 (37th Street) As Captioned Below:(Page 43)

**AN ORDINANCE OF THE CITY OF SNYDER, SCURRY COUNTY, TEXAS, REDUCING THE SPEED OF MOTOR VEHICLES ALONG THE RECENTLY ANNEXED TERRITORY WITHIN THE FM 1607 (37<sup>TH</sup> STREET) RIGHT OF WAY WITHIN THE CITY LIMITS OF THE CITY OF SNYDER, PROVIDING FOR PENALTIES THEREOF.**

Documents:

[ORD REDUCING SPEED LIMIT.PDF](#)

3. Consider And Act On Approval On First Reading An Ordinance Establishing Effective Cross-Connection And Backflow Prevention Pursuant To Title 30 TAC Chapter 290 As Captioned Below:(Pages 44-56)

**AN ORDINANCE ESTABLISHING AND MANAGING AN EFFECTIVE CROSS-CONNECTION CONTROL PROGRAM; AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES OF THE CITY OF SNYDER, TEXAS, BY ADDING ARTICLE 3.09 RULES RELATED TO CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION. ADDING SECTIONS 3.09.001, 3.09.002, 3.09.003 AND 3.09.004, WITH REGARD TO THE ADDITION OF LOCAL PROVISIONS AFFECTING THE 2015 INTERNATIONAL PLUMBING AND RESIDENTIAL CODES AND RELATING TO BACKFLOW PREVENTION AND THE ESTABLISHMENT OF A BACKFLOW PREVENTION DEVICE TESTING PROGRAM CONFORMING TO THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION.**

Documents:

[ORD CROSS CONNECTION.PDF](#)

4. Consider And Act On Approval Adding Donated Resources And Services To The City Of Snyder's Purchasing Procedures.(Pages 57-60)

Documents:

[PURCHASING POLICY PROCEDURES.PDF](#)

5. Consider And Act On Approval Allowing City Staff To Negotiate A Trade For The Snyder Fire Department 2005 Booster Truck For A Similar Value Reconditioned Rescue Unit. (Page 61)

Documents:

[BOOSTER TRUCK.PDF](#)

6. Consider And Act On Approval The Chapter 59 Asset Forfeiture Report.(H/O)
7. Consider And Act On Approval Of The 4th Quarter Investment Report For Quarter Ending September 30, 2016.(Pages 62-72)

Documents:

[QUARTERLY INVESTMENT SEPTEMBER.PDF](#)

8. Discussion Regarding The City Of Snyder's Zoning Ordinance Compared To The City Of Boerne's.(Page 73)

Documents:

[ZONING.PDF](#)

9. Discussion Regarding Substandard Building Cleanup Liens. (Pages 74-75)

Documents:

[LIENS.PDF](#)

IX. INFORMATION:

1. Monthly Personnel Report.(Pages 76-78)

Documents:

[PERSONNEL 161107.PDF](#)

2. Next Regular Council Meeting December 5, 5:30 P.m.
3. The Fireman's Thanksgiving Awards Ceremony Will Be Tuesday, November 22, At 7:00 P.m. At London Bleu.
4. The Annual Christmas Party And Awards Ceremony Will Be Thursday, December 8 At 6:30 P.m. At Martha Ann Woman's Club.

X. ADJOURNMENT:

1. Consider Motion To Adjourn.

**MINUTES OF THE SPECIAL COUNCIL MEETING**

**CITY OF SNYDER**

**OCTOBER 17, 2016**

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

Councilmember Rodney Dupree  
Councilmember Vernon Clay  
Councilmember Steve Rich  
Councilmember Steve Highfield  
Councilmember Tom Strayhorn  
Councilmember Luann Burleson

And the following absent:

Attorney for the City, Bryan Guymon

**ITEM I. INVOCATION:**

The invocation was given by Steve Highfield.

**ITEM II. RECOGNIZE VISITORS:**

Mayor Tony Wofford recognized the following visitors:

Bill Crist, Snyder Daily News; Bill Lavers, Development Corporation of Snyder; Jimmy Chandler, Midwest Solar Power LLC; Mark McClain, Big Country Electric.

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

No Discussion.

**ITEM IV. MINUTES:**

1. Councilmember Steve Rich made the motion to approve the minutes of the Regular Council Meeting, October 3, 2016.

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

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

2. Councilmember Steve Rich made the motion to approve the minutes of the Building Standards Commission Meeting, October 3, 2016.

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

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

**ITEM V. OLD BUSINESS:**

1. Councilmember Rodney Dupree made the motion to adopt on second 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 Vernon Clay and passed with the following vote:

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

**ITEM VI. NEW BUSINESS:**

1. Councilmember Luann Bureson made the motion to approve the application submitted by Midwest Solar Power LLC requesting a Tax Abatement.

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

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

2. Councilmember Steve Highfield made the motion to approve Resolution R161017 changing the designation of certain employees as on-call and changing the rate of on-call pay from \$12/day to \$20/day as captioned below:

**A RESOLUTION OF THE CITY OF SNYDER, TEXAS ADOPTING REVISED CITY OF SNYDER PERSONNEL POLICY.**

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

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

**ITEM VII. EXECUTIVE SESSION: Time – 6:06 p.m.**

Council may act in Open Session on the following item:

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

**ITEM VIII. RECONVENE IN OPEN SESSION: Time – 6:27 p.m.**

1. No action taken regarding deliberation on real property.

**ITEM IX. INFORMATION:**

1. Regular Council Meeting, November 7, 5:30 p.m.
2. Recognition of City of Snyder's Finance Department for receiving Certificate and Award of Financial Report Achievement for comprehensive annual financial report for year ended September 30, 2015.

**ITEM X. ADJOURNMENT:**

1. Councilmember Steve Rich made the motion to adjourn.

The motion was seconded by Councilmember Luann Burleson and passed with the following vote:

Ayes: All members present voted yes.

Noes: None.

The meeting was adjourned at 6:31 p.m.

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Mayor

ATTEST:

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City Secretary

Approved: November 7, 2016.

**MINUTES**  
**PLANNING AND ZONING COMMISSION MEETING**  
**October 18, 2016**

The Planning and Zoning Commission met Tuesday, October 18, 2016 at 5:45 p.m. in the City Hall with the following members present: Bob Martin presiding, Keith Pitner, Bill Crist, John Lewis, Jimmy Nix and Secretary Vick Chambers. Don West and George Crowder were absent.

Guest attending the meeting were Steve Rich, Tony Wofford, Gayle Summers, Bonnie Nussey, City Manager Merle Taylor, Bill Lavers and Glen Brockenbush with the Snyder Daily News.

The minutes of the July 12, 2016, meeting were approved unanimously after a motion by Mr. Lewis, and a second by Mr. Nix.

The first item of business was to discuss and consider the 2016 Comprehensive Plan. After discussion Mr. Crist motioned to recommend the document be approved the motion was seconded by Mr. Nix and passed unanimous. Mr. Crist commented that he was disappointed in the lack of public involvement and limited opportunity for community involvement.

The second item of business was to consider the adoption of a regulation establishing fascia elevation requirements, or architectural styles on commercial buildings in the City. The discussion revealed several options that may be considered. A motion was made by Bill Crist to table the discussion and review a questionnaire submitted by the Zoning Administrator and present feedback on opinions.

Having no further business, the meeting adjourned upon a motion by Mr. Crist with a second by Mr. Nix.

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Presiding Officer

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Commission Secretary

October 30, 2016

Merle Taylor

**STREET SWEEPER RECOMMENDATION**

We recommend the purchase of the TYMCO Model 600 Street Sweeper from Industrial Disposal Supply through BuyBoard.

Contract No. 420-13

**TYMCO Model 600 Sweeper**

**\$ 217,381.50**

We requested four manufactures (Schwarze, Elgin, TYMCO, Stewart Amos) to bring their street sweepers for demonstration. Of the four manufactures TYMCO performed the best. We've visited with several cities that have been operating TYMCO sweepers and they are satisfied with their performance and the service and support that Industrial Disposal Supply provides.

Options that exceeded the \$210,000.00 budgeted amount.

- Freightliner M2-106 Chassis \$ 4,680.00

*The TYMCO sweeper standard chassis is an International 4300-ISB. We requested a Freightliner M2-106 Chassis with a Cummins engine. We've had better service with the Freightliner dealers in the area and less problems with the regeneration system on the Cummins engine.*

- Skid Bumper Extension Set \$ 270.00

*Extends the length of the skids on the pick-up head to help prevent damage*

- Additional Nozzle w/Separate Switch – Hopper \$ 427.50
- Pick-Up Head Pressure Inlet Water Injection System \$ 1,890.00

*The City of Lamesa had to add these items to help control the dust while sweeping.*

If we trade-in our sweeper, 2008 International/Elgin Crosswind, as-is value is \$24,000.00.

Department 25 – Street  
Amount Budgeted - \$ 210,000.00

Respectfully,



Elias Torres



**BuyBoard Pricing List - Contract 420-13 Oct. 1, 2013 - Nov. 30, 2016**

**PLEASE MAKE P.O. TO TYMCO, Inc.**

Date: 11/03/16

Customer: City of Snyder, TX

Person Quoting Kaye Morgan [kaye.morgan@tymco.com](mailto:kaye.morgan@tymco.com)

Base Model TYMCO 600 - Auxiliary Engine - John Deere 4045T (Tier 3) 4 cyl, Automatic Shutdown System, Dust Control System, Instruments in Cab, Hydraulic Tank Sight/Temperature Gauge, Dual Steering, Twin Gutter Brooms, Floodlights, Parabolic Mirrors, Pressure Bleeder, Water Fill Hose & Rack, Amber High Powered Strobe Light, Rear Mounted Alternating/Flashing Lights(2), Back-Up Alarm, Floodlights on Rear (2), Duo Skids, Rubber Lined Blower, Suction Inlet Liner, Severe Weather Wiring

Qty		Price	BB Disc. Price	Net
1	Base Model TYMCO Model 600	103,500.00	93,150.00	93,150.00
1	Abrasion Protection Package	1,200.00	1,080.00	1,080.00
	Air Purge	230.00	207.00	0.00
	Airport Runway Sweeper - HSP (High Speed Performance) System	10,375.00	9,337.50	0.00
1	Arrow Stick (Traffic Directing Light LED - SAE Class 1)	1,200.00	1,080.00	1,080.00
	Auxiliary Engine Tier iT4 (exchange with Tier 3)	15,750.00	14,175.00	0.00
1	Auxiliary Hand Hose	1,350.00	1,215.00	1,215.00
	Auxiliary Hand Hose Nozzle Extension	600.00	540.00	0.00
	Auxiliary Hand Hose with Hydraulic Boom Assist	4,600.00	4,140.00	0.00
	Auxiliary Hand Hose with Catch Basin Cleaning Package	9,000.00	8,100.00	0.00
1	Auxiliary Hydraulic System	1,275.00	1,147.50	1,147.50
1	Broom Assist Pick-Up Head	4,800.00	4,320.00	4,320.00
	CAT 290 Water Pump (exchange)	1,150.00	1,035.00	0.00
	Compressed Natural Gas (CNG) Power Conversion	27,500.00	24,750.00	0.00
1	Dump Switch in Cab	235.00	211.50	211.50
	Dustless Sweeper Technology (DST-6)	72,500.00	65,250.00	0.00
	Engine Block Heater	235.00	211.50	0.00
2	Gutter Broom Tilt Adjuster - each side	750.00	675.00	1,350.00
1	Gutter Broom Variable Speed	850.00	765.00	765.00
	Gutter Broom - Drop Down (requires tilt) each	1,000.00	900.00	0.00
	Hi/Low Pressure Washdown System	1,675.00	1,507.50	0.00
1	High Capacity Dust Separator	850.00	765.00	765.00
1	High Output Water System	950.00	855.00	855.00
1	Hopper Deluge System	920.00	828.00	828.00
	Hopper Drain System	630.00	567.00	0.00
	Hopper Load Indicator	575.00	517.50	0.00
1	Hopper Screen Chip Seal/Milling	650.00	585.00	585.00
	Lateral Air Flow Nozzle	3,450.00	3,105.00	0.00
	Linear Actuator Pressure Bleeder	230.00	207.00	0.00
	Liquid Recovery System	3,650.00	3,285.00	0.00
	Liquid Recovery System Pump Kit	5,700.00	5,130.00	0.00
	Low Emissions Package	2,400.00	2,160.00	0.00
	Magnet Assembly	11,900.00	10,710.00	0.00
1	Pick-Up Head Curtain Lifter	1,750.00	1,575.00	1,575.00
	Pick-Up Head Hour Meter	285.00	256.50	0.00
	Pick-Up Head Removable Front Curtain Set	285.00	256.50	0.00
1	Reverse Pick-Up Head Chains	455.00	409.50	409.50
	Stainless Steel Hopper	18,750.00	16,875.00	0.00
	Sweeper Odometer	695.00	625.50	0.00
	2010 UD (Cabover); 32,900 GVW, Diesel, AC, Air Seats, AM/FM Stereo Radio/Ds	97,500.00	87,750.00	0.00
1	2014 Freightliner M2 Diesel, LH Vertical Exhaust, Air Conditioner, Air Seats, AM/FM Radio	86,500.00	77,850.00	77,850.00
	2014 Freightliner M2 Chassis CNG Powered 8.9L ISL-G w/Fuel System 60 D.G.E	157,500.00	141,750.00	0.00
	2014 International 4300M7: Diesel, Air Conditioner, Air Seats, AM/FM Stereo Radio, DS	82,500.00	74,250.00	0.00
	2014 IH 4300M7 COMDEX: Diesel, Air Conditioner, Air Seats, AM/FM Stereo Radio, DS	87,500.00	78,750.00	0.00
<b>Unpublished Options</b>				
1	FT4 John Deere Auxiliary Engine UPGRADE	22,500.00	20,250.00	20,250.00
1	2017 Freightliner M2-106 Chassis UPGRADE	5,500.00	4,950.00	4,950.00
1	Freight/PDI/Inservice	2,100.00	1,890.00	1,890.00
1	Skid Bumper Extension Set (2)	300.00	270.00	270.00
1	Additional Nozzle w/Separate Switch - Hopper	475.00	427.50	427.50
1	Pick-Up Head Pressure Inlet Water Injection System	2,100.00	1,890.00	1,890.00
1	LED Lights - Stop/Turn/Tail/Clearance/Markers	575.00	517.50	517.50
1	Trade-In: 2008 Elgin Crosswind VIN #1HTMMAAN68J690142	-24,000.00		-24,000.00
			<b>TOTAL:</b>	<b>193,381.50</b>

Requested by: \_\_\_\_\_  
**DELIVERY: 60-90 DAYS**

Approved by: \_\_\_\_\_

**Tax Abatement Agreement  
between  
City of Snyder, Texas and Midwest Solar Power, LLC**

*State of Texas*

*County of Scurry*

This 2016 Tax Abatement Agreement (this “**Agreement**”) is made and entered into by and between the City of Snyder, Texas (the “**City**”), acting through its duly elected mayor, and Midwest Solar Power, LLC, a Texas limited liability company, (“**Owner**”) to be located on the tract of land comprising the Site in the Reinvestment Zone (as hereafter defined), more specifically described in Attachment A to this Agreement, and this Agreement becomes effective upon final signature by both parties. The Agreement remains in effect until fulfillment of the obligations described in Paragraph IV(D) herein, unless terminated earlier as provided herein.

WITNESSETH:

WHEREAS, the City Council of the City of Snyder, Texas has previously indicated its intent to consider providing tax abatements by action of the Court; and

WHEREAS, the City Council of the City of Snyder, Texas desires to promote economic development within its jurisdiction as authorized by the Property Redevelopment and Tax Abatement Act, as amended (Texas Property Tax Code § 312.001, *et seq.*), and the City of Snyder Tax Abatement Guidelines and Criteria which are effective as of August 3, 2015 and last amended on August 15, 2016 (the “**Guidelines**”); and

WHEREAS, on November 7, 2016, a hearing before the City Council of the City of Snyder, Texas was held, such date being at least seven (7) days after the date of publication of the notice of such public hearing in the local newspaper of general circulation in Scurry County and the delivery of written notice to the respective presiding officers of each taxing entity that includes within its boundaries real property that is included in the Reinvestment Zone; and

WHEREAS, pursuant to Texas Government Code 2303.109, an enterprise zone designation remains in effect indefinitely so long as the area continues to qualify for designation as an enterprise zone; and

WHEREAS, pursuant to Texas Tax Code 312.2011, the designation of an area as an enterprise zone under the Texas Enterprise Zone Act (Government Code Chapter 2303) also constitutes a designation of the area as a reinvestment zone; and

WHEREAS, entering into this Agreement will serve the best interests of the City of Snyder and its citizens and comply with the Guidelines by:

- 1) enhancing and diversifying the economic and industrial bases of the City of Snyder;

- 2) contributing to the retention and expansion of primary employment; and
- 3) attracting an investment that will be of benefit to and contribute to the economic development of the City of Snyder; and

WHEREAS, the contemplated use of the Real Property (as hereafter defined) and the contemplated Improvements (as hereafter defined) as set forth in this Agreement, and the other terms of this Agreement will encourage development of the Reinvestment Zone, are in accordance with the purposes for its creation, and are in compliance with the Guidelines and all applicable laws; and

WHEREAS, Owner's use of the Site (as hereafter defined) is expected to favorably influence the economic and employment base of the City of Snyder; and

WHEREAS, the City of Snyder finds that the Improvements sought are feasible and practical and will be of benefit to the Real Property and Site to be located in the Reinvestment Zone and to the City of Snyder after expiration of this Agreement; and

WHEREAS, The City of Snyder finds that the terms of this Agreement and the proposed Improvements and Eligible Property (as hereafter defined) subject to this Agreement meet the Guidelines; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the law, to the presiding officers of the governing bodies of each of the taxing units in which the Real Property subject to the Agreement is located; and

WHEREAS, the parties understand and agree that (i) Owner will be responsible for and pay any and all taxes relating to Owner's property that was located on the Site as of January 1, 2016 and (ii) Owner's property located on the Site as of January 1, 2016 is not Eligible Property and not eligible for abatement under the terms of this Agreement.

NOW, THEREFORE, the City of Snyder for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the attraction of the investment in the Reinvestment Zone and business activity which contributes to the overall economic development of the City of Snyder and enhancement of the tax base of the City of Snyder; and Owner for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the Abatement set forth below, as authorized by Tax Code Chapter 312, Subchapter B, do hereby contract and agree as follows:

### **I. Authorization**

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as amended, and by the City of Snyder Tax Abatement Guidelines and Criteria for granting Tax Abatements, which are attached hereto as Attachment D and incorporated herein for all purposes.

### **II. Definitions**

As used in this Agreement, the following terms shall have the meaning set forth below:

- A. "Abatement" means the full or partial exemption from ad valorem taxes on property in a Reinvestment Zone as provided herein and in no event can the duration of the Abatement period exceed 10 years as provided in Paragraph IV(B)(1).
- B. "Calendar Year" means each year beginning on January 1 and ending on December 31.
- C. "Certificate" means a letter, provided by the Owner to the City, certifying that Owner has completed construction of the solar power project described in Paragraph III.A. and on Attachment B, outlining the Improvements, and stipulating the overall Solar Power Capacity of the Project. Upon receipt of the Certificate, the City may inspect the property in accordance with this Agreement to determine that the Improvements are in place as certified.
- D. "Certified Appraised Value" means the appraised value, for property tax purposes, of the property within the Reinvestment Zone as certified by the Scurry County Appraisal District for each taxable year.
- E. "Eligible Property" means property eligible for Abatement under the Guidelines, including: new, expanded or modernized buildings and structures; fixed machinery and equipment; Site improvements; related fixed improvements; other tangible items necessary to the operation and administration of the Project or facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code and the Guidelines. Taxes on Real Property may be abated only to the extent the property's value for a given year exceeds its value for the year in which the Agreement is executed. Tangible personal property located on the Real Property at any time before the period covered by the Agreement is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.
- F. "Improvements" means Eligible Property meeting the definition for improvements provided by Chapter 1 of the Texas Tax Code and includes, but is not limited to, any building, structure, or fixture erected on or affixed to the land.
- G. "Owner" means Midwest Solar Power, LLC, the entity that owns or leases the Real Property for which Abatement is being granted, and any assignee or successor in interest of Midwest Solar Power, LLC. The term "Midwest Solar Power, LLC" means and includes Owner.
- H. "Real Property" means Eligible Property meeting the description for real property provided by Chapter 1 of the Texas Tax Code.
- I. "Reinvestment Zone" means the enterprise zone that pursuant to Texas Tax Code 312.2011 constitutes a reinvestment zone (as that term is defined in Chapter 312 of the Texas Tax Code) created by the City and described in Attachment A to this Agreement.

- J. "Site" means the portion of the Reinvestment Zone on which Owner makes the Improvements for which the Abatement is granted hereunder. The "Site" can be described as approximately 15.421 acres of land, located at Lot 5, Block 1, Snyder Texas Industrial Park I, City of Snyder, Scurry County, Texas (Scurry County Appraisal District ID: 37733). Upon completion of construction of the Improvements, the parties agree to amend Attachment A to include the as-built Improvements within the Site to the extent such Improvements are not included therein.
- K. "Solar Power Capacity" means the generating capacity of an individual solar panel as designated by the manufacturer(s) of the panels to be constructed as Improvements hereunder and where appropriate may refer to the total or overall generating capacity.

### **III. Improvements in Reinvestment Zone**

Owner agrees to make the following Improvements in consideration for the Abatement set forth in Paragraph IV of this Agreement:

- A. Owner agrees to construct Improvements consisting of a solar power facility with an anticipated capacity of approximately five hundred (500) kilowatts of overall Solar Power Capacity located on the Site in the Reinvestment Zone. Assuming the anticipated capacity is constructed, Owner agrees that the Improvements on the Site will have an initial market value of approximately five hundred fifty thousand dollars (\$550,000.00). The Certified Appraised Value will depend upon annual appraisals by the Scurry County Appraisal District and may be more than or less than the amount stated herein. The number of solar panels will vary depending on the types of solar panels used and the size of the solar power facility, but the agreements of the City in this Agreement shall be conditioned upon the overall Solar Power Capacity not being less than four hundred seventy-five (475) kilowatts, unless otherwise approved in writing by the City.
- B. Improvements also shall include any other property in the Reinvestment Zone meeting the definition of "Eligible Property" that is used to produce solar power and perform other functions related to the production, distribution and transmission of electric power.
- C. Owner shall complete construction of the Improvements by no later than December 31, 2016.

### **IV. Term and Portion of Tax Abatement; Taxability of Property**

- A. The City and Owner specifically agree and acknowledge that the property in the Reinvestment Zone shall be taxable in the following ways before and during the Term of this Agreement:
  - 1. Property not eligible for Abatement, if any, shall be fully taxable at all times;

2. The Certified Appraised Value of property existing on the Site in the Reinvestment Zone prior to execution of this Agreement shall be fully taxable at all times;
  3. Prior to commencement of the Abatement period designated in Paragraph IV(B), 100% of property taxes levied on the Certified Appraised Value of real and personal property located on the Site in the Reinvestment Zone will be owed and payable by Owner;
  4. 100% of City property taxes on the Certified Appraised Value of Eligible Property shall be abated for the periods and in the amounts as provided for by Paragraph IV(B) below; and
  5. 100% of the Certified Appraised Value of Eligible Property existing on the Site in the Reinvestment Zone shall be fully taxable after expiration of the Abatement period designated in Paragraph IV(B), including the remainder of the Term.
- B. The City and Owner specifically agree and acknowledge that this Agreement shall provide for Abatement, under the conditions set forth herein, of all City property taxes as follows:
1. Beginning on January 1, 2017 and ending upon the conclusion of ten (10) full Calendar Years, the Abatement is 100% for the Improvements.
  2. The foregoing percentage of property taxes on the Certified Appraised Value of all Improvements described in the Certificate (and actually in place on the Site in the Reinvestment Zone) are abated in the respective period designated above.
  3. The foregoing percentage of property taxes on the Certified Appraised Value of any and all otherwise taxable personal property owned by Owner and located on the Site in the Reinvestment Zone are abated in the respective period designated above.
  4. The base year (as of January 1, 2016) value for the proposed Improvements is zero.
- C. A portion or all of the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that no such exemptions shall apply to the Improvements.
- D. Intentionally omitted.
- E. Owner agrees that the Improvements described in Paragraph III.A, once constructed, will remain in place until at least twenty (20) Calendar Years after the date the Certificate for such Improvements is provided to City by the Owner

("Term"); provided that nothing herein prevents Owner from replacing equipment or fixtures comprising the Improvements prior to that date, as long as such replacement does not result in a reduction of the Certified Appraised Value of the Improvements. In the event that Owner removes Improvements (comprising in the aggregate not more than 10% of all Improvements), the Owner's removal shall not be deemed a default under this Agreement if Owner pays to City as liquidated damages for such removal from the abatement in this Agreement, within thirty (30) days after demand, all taxes for such removed Improvements (which otherwise would have been paid to the City without benefit of a tax abatement) with interest at the statutory rate under the Texas Tax Code, as amended, but without penalty. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), THE SOLE REMEDY OF THE CITY, AND OWNER'S SOLE LIABILITY, WILL BE FOR OWNER TO PAY TO THE CITY THE FULL AMOUNT OF ACTUAL TAXES ABATED AT ANY TIME UNDER THIS AGREEMENT ON THE REMOVED IMPROVEMENTS, LESS ANY TAX PAYMENTS MADE AT ANY TIME TO THE CITY FOR THE REMOVED IMPROVEMENTS. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

#### **V. Representations**

The City and Owner make the following respective representations:

- A. Owner represents and agrees that (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Improvements to be placed on the Site; (ii) construction of the proposed Improvements described in Paragraph III will be performed by the Owner, its successors and/or assigns and/or their contractors or subcontractors, (iii) Owner's, its successors' and assigns' use of the Site in the Reinvestment Zone is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during the period of the Abatement, (iv) all representations made in this Agreement and in the Application for Abatement, if any, are true and correct to the best of Owner's knowledge, and (v) Owner will make required filings, if any, by Owner with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required in the future.
  
- B. The City represents that (i) the Enterprise Zone, Reinvestment Zone and this Agreement have been created in accordance with Chapter 2303 of the Government Code, Chapter 312 of the Texas Tax Code, and the Guidelines as all exist on the effective date of this Agreement; (ii) no interest in the Improvements or the land on which they are located is held or subleased by a member of the City Council any member of the City Council that has a potential economic or financial interest in the land on which the Improvements are located has abstained from any discussion, vote, or decision regarding this Agreement, as applicable, (iii) the property within the Reinvestment Zone is located within the legal

boundaries of the City and (iv) the City has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zone and this Agreement.

- C. At least 24 hours prior to Owner issuing any press release relating to the Project, Owner shall email or fax a copy of such press release to the City. City shall maintain the confidentiality of any press release and shall not disclose any information in the press release until such time as such information is made public by Owner.

#### **VI. Access to and Inspection of Property by City Employees**

- A. Owner shall allow the City's employees access to the Improvements for the purpose of inspecting any Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner twenty-four (24) hours' notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of Owner in accordance with all applicable safety standards.
- B. Owner shall, within ninety (90) days of the beginning of each Calendar Year, certify annually to the City its compliance with this Agreement by providing written testament to the same to the City Manager using the form attached hereto as Attachment C.

#### **VII. Default, Remedies and Limitation of Liability**

- A. The City may declare a default if Owner breaches any material term or condition of this Agreement. If the City declares a default of this Agreement, this Agreement shall terminate, after notice and opportunity to cure as provided for below, or the City may modify the Agreement upon mutual agreement with Owner. If Owner believes that such termination was improper, Owner may file suit in the proper court challenging such termination. In the event of default, the City may pursue the remedies provided for in Paragraph VII(C) below or the preceding Paragraph IV(E), as applicable. The City shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of force majeure, meaning any contingency or cause beyond the reasonable control of Owner including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of Owner), fires, explosions, floods, tornadoes, and strikes.
- B. The City shall notify (i) Owner and (ii) any lender of any default in writing in the manner prescribed herein. All contact information for purposes of a notice default shall be provided to the City Manager. The notice shall specify the basis for the

declaration of default, and Owner shall have sixty (60) days from the date of such notice to cure any default, except that where the default is incapable of being cured within sixty (60) days using reasonable business efforts, Owner shall commence performance of the cure within thirty (30) days after receipt of notice and diligently pursue those efforts until the default is cured. Owner, and any lender of which the City has notice shall maintain the right to cure any defect, including any defect caused by an assignee or contractor of Owner during the same cure period identified in the foregoing sentence.

- C. As required by section 312.205 of the Texas Tax Code, if Owner fails to make the Improvements as provided for by this Agreement, the City shall be entitled to cancel the Agreement and recapture property tax revenue lost as a result of the Agreement, subject to the above provisions regarding notice and right to cure.
- D. LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE), RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPH VII(C) OF THIS AGREEMENT, AND/OR RECOVERY OF THE AMOUNTS PROVIDED FOR IN PARAGRAPH IV(E) ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPH IV(E), ALONG WITH ANY REASONABLY INCURRED COSTS AND FEES, SHALL BE THE CITY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO MAKE THE SPECIFIED IMPROVEMENTS OR TAKE OTHER ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND CITY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.
- E. Any notice of default under this Agreement shall prominently state the following at the top of the notice:

**NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT**

**YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE CITY. FAILURE TO CURE THIS DEFAULT WITHIN SIXTY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT AS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND MAY INCLUDE RECAPTURE OF TAXES ABATED PURSUANT TO THAT AGREEMENT.**

### **VIII. Compliance with State and Local Regulations**

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute or regulation of the City, Scurry County or the State of Texas.

### **IX. Assignment of Agreement**

- A. The parties agree that the rights and obligations under this Agreement may be assigned, in whole or in part, by Owner, only with the consent of the City Council of the City of Snyder.
- B. Consent to a transfer or assignment will be subject to the City approving the financial capacity of the transferee/assignee and subject to all conditions and obligations in this Agreement being assumed and guaranteed by the transferee/assignee. The City shall not unreasonably withhold consent to a transfer or an assignment. The transfer or assignment shall be presumed to be reasonable where the proposed transferee/assignee demonstrates to the City its financial capacity to meet the terms of this Agreement, agrees to be bound by all conditions and obligations stated herein, and is not in default under any other agreement with the City.

### **X. Notice**

All notices, demands, or other communications of any type (collectively, "Notices") given shall be given in accordance with this Section. All Notices shall be in writing and delivered, by commercial delivery service to the office of the person to whom the Notice is directed (provided that that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper wrapper and with proper postage; by recognized overnight delivery service as evidenced by a bill of lading, or by facsimile transmission. Notices delivered by commercial delivery service shall be deemed delivered on receipt or refusal; notices delivered by USPS shall be deemed to have been given upon deposit with the same; facsimile notice shall be effective upon receipt by the sender of an electronic confirmation. Regardless of the method of delivery, in no case shall notice be deemed delivered later than actual receipt. In the event of a notice of default given pursuant to Article VII, such notice shall be given by at least two (2) methods of delivery and consistent with Section VII(E). All Notices shall be mailed or delivered to the following addresses:

To the Owner: Midwest Solar Power, LLC  
Attention: Jimmy Chandler  
President  
305 Round Rock Road  
Wimberley, Texas 78676  
Phone (325) 232-2393

To the City: City of Snyder, Texas

ATTN: City Manager  
P.O. Box 1341  
Snyder, Texas 79550-1341  
Phone (325) 573-3520

Any party may designate a different address by giving the other party at least ten (10) days written notice in the manner prescribed above.

#### **XI. Severability**

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid sections or other part. In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overly broad, and for the portion of the term of the Abatement not deemed excessive. Any provision required by the Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

#### **XII. Applicable Law**

This Agreement shall be construed under the laws of the State of Texas.

#### **XIII. Amendment**

Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual written consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

#### **XIV. Guidelines and Criteria**

This Agreement is entered into by the parties consistent with the City of Snyder Tax Abatement Guidelines and Criteria. To the extent this Agreement modifies any requirement or procedure set forth in the Guidelines, the Guidelines are deemed amended for purposes of this Agreement only.

#### **XV. Entire Agreement**

This Agreement contains the entire and integrated Tax Abatement Agreement between the City and Owner, and supersedes any and all other negotiations and agreements, whether written or oral, between the parties. This Agreement has not been executed in reliance upon any representation or promise except those contained herein.

#### **XVI. Coordination of Local Hiring and Services**

- A. Owner shall use reasonable commercial efforts to maximize its use of City of Snyder labor and services and supplies purchased from City of Snyder businesses

in the course of performing under this Agreement, as is further described in the Local Spending and Support Plan attached to this Agreement as Attachment B.

**XVII. Property on Site**

The parties understand and agree that (i) Owner will be responsible for and pay any and all taxes relating Owner's property that was located on the Site as of January 1, 2016 and (ii) Owner's property located on the Site as of January 1, 2016 is not Eligible Property and not eligible for abatement under the terms of this Agreement.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the City as authorized by the City Council and executed by the Owner on the respective dates shown below.

CITY OF SNYDER, TEXAS

Date: \_\_\_\_\_

\_\_\_\_\_  
Anthony Wofford, Mayor

ATTEST:

\_\_\_\_\_  
Shai Green, City Secretary

MIDWEST SOLAR POWER, LLC

Date: \_\_\_\_\_

\_\_\_\_\_  
Jimmy Chandler, President

## **Attachment A**

Attached is the Ordinance Nominating an Area as an Enterprise Zone Pursuant to the Texas Enterprise Zone Act (Texas Government Code Chapter 2303) (Ordinance No. 810), passed and approved on second reading on May 15, 1995, and the Ordinance Amending the Boundaries of the Enterprise Zone (Ordinance No. 814), passed and approved on second reading on August 7, 1995, both duly passed by the City Council of the City of Snyder, and maps depicting the location of Enterprise Zone and the location of the Site of the solar project. The "Site" can be described as approximately 15.421 acres of land, located at Lot 5, Block 1, Snyder Texas Industrial Park I, City of Snyder, Scurry County, Texas (Scurry County Appraisal District ID: 37733).

Pursuant to Texas Tax Code 312.2011, the designation of an area as an enterprise zone under the Texas Enterprise Zone Act (Government Code Chapter 2303) also constitutes a designation of the area as a reinvestment zone.

ORDINANCE NO. 810

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SNYDER, TEXAS NOMINATING AN AREA AS AN ENTERPRISE ZONE PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT (TEXAS GOVERNMENT CODE CHAPTER 2303); PROVIDING TAX INCENTIVES; DESIGNATING AN AUTHORIZED REPRESENTATIVE TO ACT IN ALL MATTERS PERTAINING TO THE NOMINATION AND DESIGNATION OF THE AREA DESCRIBED HEREIN AS AN ENTERPRISE ZONE AND REINVESTMENT ZONE (TEXAS TAX CODE CHAPTER 312); AND FURTHER DESIGNATING A LIAISON TO ACT ON ALL MATTERS PERTAINING TO THE ENTERPRISE ZONE ACT ONCE DESIGNATED BY THE TEXAS DEPARTMENT OF COMMERCE.

WHEREAS, the City Council of the City of Snyder, Texas desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the city and to provide employment to residents of such area;

WHEREAS, certain conditions exist in such area which represent a threat to the health, safety, and welfare of the people of such area; and,

WHEREAS, it is necessary and the best interest of the City to nominate such area as an enterprise zone pursuant to the Texas Enterprise Zone Act (Texas Government Code Chapter 2303);

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

SECTION 1. That the City hereby nominates the area set forth below as an enterprise zone in accordance with the Act:

BEGINNING at a point of intersection of the center line of college Avenue and the North City limit line of the City of Snyder:

THENCE Eastward along the City limit line to the East boundary line of North Avenue Q;

THENCE Southward and Eastward along with the City limit line to a point within 23rd Street where the city limit changes bearings from north-south to east-west;

THENCE East along the east-west bearing of the City limit to Avenue A;

THENCE South along the east line of Avenue A to the point where the North Right of Way line of the A.T.S.F. Railway intersects;

THENCE East along the North Right of Way of the A.T.S.F. Railway to the point where the north section line of Section 95, Block 3 of the H&GN R.-R. Survey;

THENCE East along the North Section line of Section 95, Block 3 of the H&GN R.R. Survey approximately 1,350 feet;

THENCE North 2,640 feet to the half section line of Section 98;

THENCE West 90 degrees from the North direction a distance of 308 feet along the half section line of Section 98;

THENCE North 2376.47 feet;

THENCE East a distance of 540.14 feet;

THENCE North a distance of 279.70 feet;

THENCE East a distance of 869.59 feet;

THENCE south a distance of 834.8 feet;

THENCE East a distance of 208.71 feet;

THENCE North a distance of 108.80 feet;

THENCE East a distance of 240.00 feet;

THENCE North a distance of 726.00 feet;

THENCE East a distance of 1,328.01 feet;

THENCE South a distance of 322.51 feet;

THENCE East a distance of 871.21 feet;

THENCE North a distance of 323.54 feet;

THENCE East a distance of 200.00 feet;

THENCE South a distance of 2,653.40 feet;

THENCE West a distance of 1,319.57 feet;

THENCE South a distance of 2,519.40 feet;

THENCE West a distance of 649.27 feet;

THENCE North a distance of 321.69 feet;

THENCE West a distance of 674.45 feet;

THENCE South a distance of 538.16 feet;

Ordinance No. 810

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THENCE West a distance of 1,400.00 feet to the South Right of Way line of the A.T.S.F. Railroad;

THENCE Northwest along the South Right of Way line of the A.T.S.F. Railroad to the Center line of Avenue E;

THENCE south along the Center line of Avenue E to the intersection of the Center line of Coliseum Drive;

THENCE Northwest along with the Center line of Coliseum Drive to the intersection of the Center line of 25th Street;

THENCE West along the Center line of 25th Street to where a Northerly extension of the West boundary line of the alley East of Avenue R intersects;

THENCE south along the West boundary line of the alley in the 2500 block, across 26th Street, and along that same bearing to the intersection of an imaginary Easterly extension of the North boundary of the alley South of 26th Street;

THENCE West along the North boundary of the alley south of 26th Street, across Avenue R, along the 1800 block, across College Avenue, into the 1900 block to where an imaginary South extension of the East boundary line of the alley West of College Avenue;

THENCE North along the East boundary of the alley West of College Avenue across 26th Street, along the 2500 block, along an imaginary North extension of the East boundary of the alley to the point where the Center line of 25th Street intersects;

THENCE West along the Center line of 25th Street to the Center line of El Paso Avenue intersects (that point being where the street is changed to the Lamesa Highway);

THENCE Northwesterly along the Center line of the Lamesa Highway to the intersection of the existing City limit;

THENCE Northerly and Easterly along with the Existing City limit to the intersection of the West boundary of K.S.N.Y. Drive;

THENCE South along the West boundary of K.S.N.Y. Drive to approximately 200 feet North of the North boundary line of 23rd Street;

THENCE East along and parallel with the North boundary line of 23rd to a point approximately 150 feet West of the West boundary of Avenue E;

THENCE Eastward and Northward along the City limit line to the North boundary line of 21st Street;

Ordinance No. 810  
Page 3

THENCE East along the North boundary line of 21st Street to the intersection of the West boundary line of Avenue T;

THENCE North along with the West boundary line of Avenue T to the point where an imaginary East extension of the North boundary line of 10th Street intersects;

THENCE West along with the North boundary line of 10th Street to the point where an imaginary south extension of the East boundary line of Avenue V intersects;

THENCE North along with the East boundary line of Avenue V to the point where the North boundary line of 8th Street intersects;

THENCE West along with the North boundary line of 8th Street to a point approximately 400 feet West of the West boundary line of Business U.S. 84 (Old Lubbock Hwy.) intersects;

THENCE Northwesterly along and 400 feet West of the West boundary line of Business U.S. 84 to the North City Limit line in Huffman Avenue;

THENCE Easterly and Northerly along the City Limit line to the point in College Avenue identified as the POINT OF THE BEGINNING.

SECTION 2. That the City Council finds the zone area meets the qualifications of the Act.

SECTION 3. That the City Council will provide as an exclusive incentive, to qualified Zone participants, tax abatement as an economic development incentive.

SECTION 4. That the area described in this ordinance is designated as an enterprise zone and a reinvestment zone, subject to the approval of the Texas Department of Commerce.

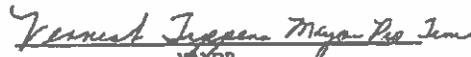
SECTION 5. That the City Council directs and designates the Mayor of the City of Snyder as the City's authorized representative to act in all matters pertaining to the nomination and designation of the area described herein as an enterprise zone and reinvestment zone.

SECTION 6. That the City Council further directs and designates the Executive Director of the Development Corporation of Snyder, Inc., as liaison for communication with the Department to oversee zone activities and communications with qualified businesses. The City Council further directs and designates the City Manager, as administrative authority liaison for the Enterprise Zone.

Ordinance No. 810  
Page 4

SECTION 7. That a public hearing to consider this ordinance was held by the City Council on Monday, April 24, 1995.

PASSED AND APPROVED by the City Council on first reading this 1st day of May, 1995.

  
MAYOR

ATTEST:

  
CITY SECRETARY

PASSED AND ADOPTED by the City Council on second reading this 15th day of May, 1995.

  
MAYOR

ATTEST:

  
CITY SECRETARY

Ordinance No. 810  
Page 5

ORDINANCE NO. 814

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SNYDER TEXAS, AMENDING SECTION 1 OF ORDINANCE 810, THE BOUNDARIES OF THE ENTERPRISE ZONE, TO INCLUDE THE AREA WITHIN THE DESCRIBED BOUNDARIES AND NOMINATING THAT ADDITIONAL AREA AS AN ENTERPRISE ZONE PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT (TEXAS GOVERNMENT CODE, SECTION 2302.01 ET SEQUENTIA).

WHEREAS, the City Council of the City of Snyder, Texas desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the city and to provide employment to residents of such area; and,

WHEREAS, certain conditions exist in such area which represent a threat to the health, safety, and welfare of the people of such area; and,

WHEREAS, it is necessary and in the best interest of the City to nominate such area as an enterprise zone pursuant to the Texas Enterprise Zone Act (Texas Government Code Chapter 2303.01 et sequentia);

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

SECTION 1. That the City hereby amends the original boundaries described in Section 1 of Ordinance 810 to include, in addition to the area described in Ordinance 810, the following area bounded by the limits as described below:

BEGINNING at a point of intersection of the center line of Coliseum Drive and the intersection of the Center line of Avenue F;

THENCE Northwest along the Center line of Coliseum Drive to the point where the Center line of 25th Street intersects;

THENCE West along the Center line of 25th Street to where a Northerly extension of the West boundary line of the alley East of Avenue R intersects;

THENCE South, along the West boundary line of the alley in the 2500 block, across 26th Street, and along that same bearing to the intersection of an imaginary Easterly extension of the North boundary of the alley South of 26th Street;

THENCE West, along the North boundary of the alley South of 26th Street, across Avenue R, along the 1800 block, to the intersection of the Center line of College Avenue;

THENCE South, along the Center line of College Avenue to the point where the Center line of 30th Street intersects;

THENCE East along the Center line of 30th Street to the Center line of Avenue Q;

THENCE South along the Center line of Avenue Q to the center of the flow line of a waterway known as "Deep Creek";

THENCE Southerly and Easterly along with the center of the flow line of a waterway known as "Deep Creek" to the intersection of the Existing City limit;

THENCE East along the City Limits to the intersection of the West Boundary of Avenue E;

THENCE North along the West Boundary of Avenue E to the point where the Center line of 30th Street intersects;

THENCE West along the Center line of 30th Street to the Center line of Avenue F;

THENCE North along the Center line of Avenue F to the point where the Center line of Coliseum Drive intersects that same point being the POINT OF THE BEGINNING.

SECTION 2. That the City Council finds the zone area meets the qualifications of the Act.

SECTION 3. That the area described in this ordinance is designated as an enterprise zone and a reinvestment zone, subject to the approval of the Texas Department of Commerce.

SECTION 4. That a public hearing to consider this ordinance was held by the City Council on July 10, 1995.

PASSED AND APPROVED by the following vote of the City Council on first reading this 10th day of July, 1995.

Motion: Councilmember Ron Shaw      Second: Councilmember Dayton Robertson

Ayes:      Councilmember Vernest Tippens      Councilmember Jerry Webb  
            Councilmember Kenny Gambrell      Councilmember I. E. Martin

  
MAYOR

ATTEST:

  
CITY SECRETARY

Ordinance No. 814  
Page 2

PASSED AND ADOPTED by the following vote of the City Council on second reading this 7th day of August, 1995.

Motion: Councilmember Gambrell      Second: Councilmember Shaw

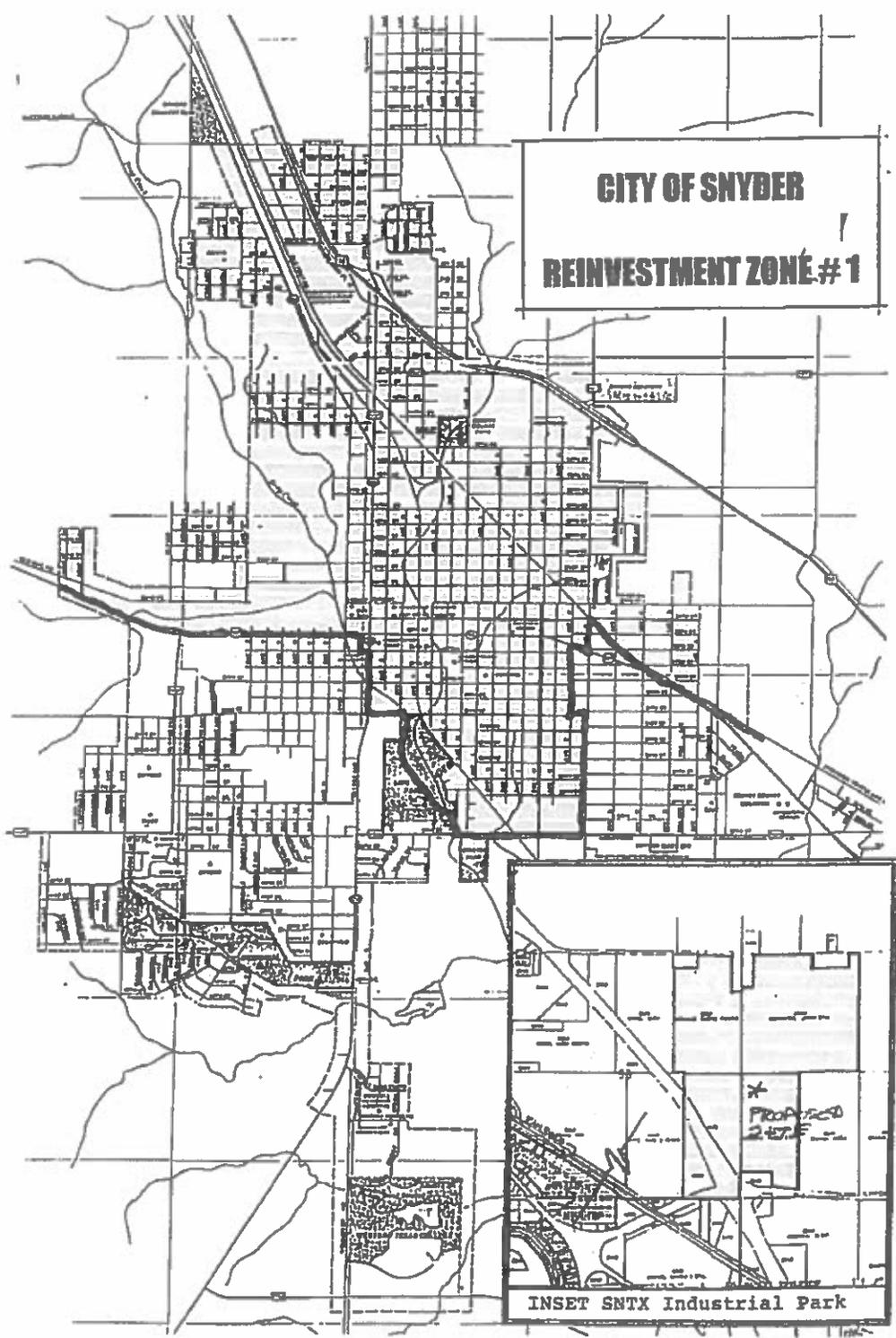
Ayes: Councilmember Tippens      Councilmember Robertson  
Councilmember Webb      Councilmember Martin

  
MAYOR

ATTEST:  
  
CITY SECRETARY

Ordinance No. 814  
Page 3





## **Attachment B**

### **LOCAL SPENDING AND SUPPORT PLAN**

A. In connection with the construction and operation of the Improvements in the City of Snyder (the "Project"), Midwest Solar Power, LLC ("Owner") and the Owner's prime contractor(s) ("Prime Contractor(s)") responsible for overseeing construction and/or operation of the Improvements will invest at least fifty thousand dollars (\$50,000) by using commercially reasonable efforts to use services, materials, and supplies purchased from City of Snyder individuals and businesses, provided that nothing in this paragraph shall require Owner or the Prime Contractor(s) to use services, materials and supplies provided by City of Snyder residents that are not: (i) of similar quality to those provided by nonresidents; or (ii) made available on terms and/or at prices comparable to those offered by nonresidents. Within thirty (30) days following completion of physical construction of the Project, Owner shall provide the City with a written report showing the status of spending in the City of Snyder and its compliance with the requirement set forth in this Local Spending and Support Plan.

B. In no event shall Owner or the Prime Contractor discriminate against City of Snyder residents in employment or in the purchase of goods and services.

C. In filling employment vacancies in connection with the Project, Owner and the Prime Contractor(s) will use commercially reasonable efforts to use City of Snyder labor, provided that nothing in this paragraph shall require Owner or the Prime Contractor to employ City of Snyder residents who are not: (i) equally or more qualified than nonresident applicants; or (ii) available for employment on terms and/or at salaries comparable to those required by nonresident applicants.

D. During the construction of the Improvements, Owner, its contractors and their respective affiliates will collectively employ at least three (3) part-time employees.

**Attachment C**

<b>Owner's Annual Reporting and Compliance Form</b>		
Pursuant to Section VI, B of the Agreement, this form shall be submitted by Owner to the City Manager on or before March 31 of each Calendar Year. To the extent that any of the provisions herein conflict with the provisions in the Agreement, the provisions of the Agreement shall control.		
<b>Provision and Description</b>	<b>Compliance Guidelines</b>	<b>Provision Complied With?</b>
		Yes (date complied with)/No/In Process (include explanation)
<u>Improvements and Reinvestment Zone - Section III, A</u>	Owner constructed Improvements consisting of a solar power facility of approximately 500 kilowatts.	
<u>Improvements and Reinvestment Zone - Section III, C</u>	Owner completed construction no later than December 31, 2016.	
<u>Representations Section V,</u>	<p>Owner has made all required filings with the Office of the Comptroller of Public Accountants and other governmental entities concerning this Agreement.</p> <p>Note: Any filings made during the course of the prior year by Owner which pertain to the Agreement should be listed here.</p> <p>At least 24 hours prior to Owner issuing any press release relating to the Project, Owner shall email or fax a copy of such press release to the County. County shall maintain the confidentiality of any press release and shall not disclose any information in the press release until such time as such information is made public by Owner.</p>	
<u>Assignment - Section IX</u>	Describe any instances in which the Agreement was duly assigned or transferred in accordance with Section IX of the Agreement.	
<u>Local Spending Plan - Attachment B</u>	During and within 30 days following the Commercial Operation Date of the Project, Owner provided the City with a written project summary showing its good faith and	

	<p>commercially reasonable efforts to comply with the requirements set forth in the Local Spending and Support Plan (in the form of Attachment B), which includes all reasonably available local spending information collected by Owner in the ordinary course of business including (among other information):</p> <ul style="list-style-type: none"> <li>• Summary of Local services/materials/supplies purchased within the City of Snyder</li> <li>• Proof that Owner or its contractors or their respective affiliates have collectively employed at least three (3) part-time employees during the construction of Improvements (per Attachment B, Section D, “construction of improvements” is defined above)</li> </ul>	
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#### **Attachment D**

See the attached City of Snyder Tax Abatement Guidelines and Criteria approved by the City Council of the City of Snyder, effective as of the 3<sup>rd</sup> day of August, 2015, and last amended on the 15<sup>th</sup> day of August, 2016.

**RESOLUTION R160815**

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

**WHEREAS**, the City Council last approved commercial Tax Abatement guidelines and criteria on August 3, 2015, and those guidelines and criteria have since been amended to reduce the minimum amounts of addition to the tax roll and net economic benefit to the City, amending the definition of modernization, as well as amending the definition of eligible facilities; and

**WHEREAS**, the City Council of the City of Snyder desire to continue to promote the development/redevelopment of certain contiguous geographic areas within its jurisdiction; and

**WHEREAS**, The City of Snyder is authorized to enter into Tax Abatement Agreements as authorized in Chapter 312 of the Texas Tax Code, "Property Redevelopment and Tax Abatement Act" (The Act); and

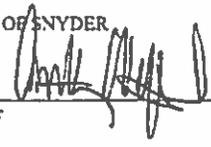
**WHEREAS**, The Act requires the City of Snyder to establish guidelines and create criteria for the designation for reinvestment zones and the entering into Tax Abatement Agreements.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Snyder declares it is eligible for and intends to participate in a Tax Abatement Program.

**FURTHER, BE IT RESOLVED** that the City of Snyder hereby approves the Amendments to the City of Snyder Tax Abatement Guidelines and Criteria and adopts the attached City of Snyder Tax Abatement Guidelines and Criteria for use in its commercial Tax Abatement Programs.

**PASSED, APPROVED, AND ADOPTED** this 15<sup>th</sup> day of August, 2016.

CITY OF SNYDER

  
\_\_\_\_\_  
Mayor

ATTEST:

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

STATE OF TEXAS

CITY OF SNYDER

TAX ABATEMENT GUIDELINES AND CRITERIA

(Texas Tax Code Chapter 312)

City of Snyder (the "City") is committed to the promotion of quality development in all parts of City of Snyder and to improving the quality of life for its citizens. In order to help meet these goals, the City will consider providing Tax Abatements (as defined below) to stimulate economic development. It is the policy of the City that such an incentive will be provided in accord with the guidelines and criteria outlined in this document. All applicants for Tax Abatements shall be considered on an individual basis.

In order to be eligible for designation as a Reinvestment Zone and receive Tax Abatement, and unless otherwise approved by the City, the planned improvement:

1. must be an Eligible Facility (as defined below);
2. must add at least Fifty Thousand Dollars (\$50,000.00) to the tax roll of eligible property;
3. must be reasonably expected to have an increase in positive net economic benefit to City of Snyder of at least One Hundred Thousand Dollars (\$100,000.00) over the life of the Abatement, computed to include (but not limited to) new sustaining payroll and/or capital improvement; and
4. must not be expected to solely or primarily have the effect of transferring employment from one part of the City of Snyder to another.

In addition to the criteria set forth above, the City reserves the right to negotiate a Tax Abatement Agreement in order to compete favorably with other communities.

Only that increase in the fair market value of the property that is a direct result of the development, redevelopment, and improvement specified in the Agreement will be eligible for Abatement and then only to the extent that such increase exceeds any reduction in the fair market value of the other property of the applicant located within the jurisdiction creating the reinvestment zone.

All Tax Abatement Agreements will remain in effect no longer than allowed by law.

It is the goal of the City to grant Tax Abatements on the same terms and conditions as the other taxing units having jurisdiction of the property. However, nothing herein shall limit the discretion of the City to consider, adopt, modify, or decline any Tax Abatement request.

This policy is effective as of the 3<sup>rd</sup> day of August, 2015, and shall at all times be kept

current with regard to the needs of City of Snyder and reflective of the official views of the City, and shall be reviewed every two (2) years.

The adoption of these guidelines and criteria by the City Council does not:

1. limit the discretion of the governing body to decide whether to enter into a specific Tax Abatement Agreement;
2. limit the discretion of the governing body to delegate to its employees the authority to determine whether or not the governing body should consider a particular application or request for Tax Abatement; or
3. create any property, contract, or other legal right in any person to have the governing body consider or grant a specific application or request for Tax Abatement.

#### SECTION I. DEFINITIONS

A. "Abatement" or "Tax Abatement" means the full or partial exemption from ad valorem taxes of certain property in a reinvestment zone designated for economic development purposes.

B. "Agreement" or "Abatement Agreement" means a contractual Agreement between a property owner and/or lessee and the City.

C. "Base Year Value" means the assessed value on the eligible property as of January 1 preceding the execution of the Agreement.

D. "Deferred Maintenance" means improvements necessary for continued operation which do not improve productivity or alter the process technology.

E. "Eligible Facilities" means new, expanded, or modernized buildings and structures, including fixed machinery and equipment, which is reasonably likely as a result of granting the Abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development of City of Snyder. Eligible facilities may include, but shall not be limited to a(n):

aquaculture/agriculture facility;  
distribution center facility;  
manufacturing facility;  
office building;  
commercial residential property (multi-family);  
regional entertainment/tourism facility;  
research service facility;  
regional service facility;

historic building in a designated area;  
restaurant/retail sales establishments;  
wind energy facility; or  
other basic industrial facility.

F. "Expansion" means the addition of building structures, machinery, equipment, or payroll for purposes of increasing production capacity.

G. "Facility" means property improvement(s) completed or in the process of construction which together comprise an interregional whole.

H. "Modernization" Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment.

I. "New Facility" means a property previously undeveloped which is placed into service by means other than or in conjunction with Expansion or Modernization.

J. "Productive Life" means the number of years property improvement(s) is/are expected to be in service in a facility.

## SECTION II. ABATEMENT AUTHORIZED

A. **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for Tax Abatement as hereinafter provided.

B. **Creation of New Values.** Abatement may only be granted for the additional value of eligible property improvement(s) made subsequent to and specified in an Abatement Agreement between the City and the property owner or lessee, subject to such limitations as the City may require.

C. **New and Existing Facilities.** Abatement may be granted for the additional value of eligible property improvement(s) made subsequent to and specified in an Abatement Agreement between the City and the property owner or lessee, subject to such limitations as the City may require.

D. **Eligible Property.** Abatement may be extended to the value of new, expanded, or modernized buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility, and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code.

E. **Ineligible Property.** The following types of property shall be fully taxable and ineligible for Tax Abatement: land; animals; inventories, supplies; tools; furnishings; vehicles; vessels; aircraft; single family owner occupied housing or residential property; single family housing or residential property to be rented or leased; deferred maintenance investments; hotels/motels; property to be rented or leased, except as provided in Section II(F); property owned or used by the State of Texas.

housing or residential property to be rented or leased; deferred maintenance investments; hotels/motels; property to be rented or leased, except as provided in Section II(F); property owned or used by the State of Texas.

**F. Owned/Leased Facilities.** If a leased facility is granted Abatement, the Agreement shall be executed with the lessor and the lessee. If the land is leased, but the facility constructed or installed thereon is owned by the lessee, the lessee shall execute the Agreement.

**G. Economic Qualifications.** In order to be eligible for designation as a reinvestment zone and receive Tax Abatement, the planned improvement:

- (1) must be an Eligible Facility;
- (2) must add at least Fifty Thousand Dollars (\$50,000.00) to the tax roll of eligible property;
- (3) must be reasonably expected to have an increase in positive net economic benefit to City of Snyder of at least One Hundred Thousand Dollars (\$100,000.00) over the life of the Abatement, computed to include (but not be limited to) new sustaining payroll and/or capital improvement. The creation of new jobs will also factor into the decision to grant an Abatement; and
- (4) must not be expected to solely or primarily have the effect of transferring employment from one part of City of Snyder to another.

**H. Standards for Tax Abatement.** The following factors, among others, will be considered in determining whether to grant Tax Abatement:

- (1) value of existing improvements, if any;
- (2) type and value of proposed improvements;
- (3) productive life of proposed improvements;
- (4) number of existing jobs to be retained by proposed improvements;
- (5) number and type of new jobs to be created by proposed improvements;
- (6) amount of local payroll to be created;
- (7) whether the new jobs to be created will be filled by persons residing or projected to reside within the affected taxing jurisdiction;
- (8) amount by which property tax base valuation will be increased during the term of Abatement and after Abatement, which shall include a definitive commitment that such valuation shall not, in any case, be less than Fifty Thousand Dollars

(\$50,000.00);

(9) expenses to be incurred in providing facilities directly resulting from the new improvements;

(10) the amount of ad valorem taxes to be paid to the City during the Abatement period considering (a) the existing values, (b) the percentage of new value abated, (c) the Abatement period, and (d) the value after expiration of the Abatement period;

(11) the population growth of City of Snyder that occurs directly as a result of new improvements;

(12) the types and values of public improvements, if any, to be made by applicant seeking Abatement;

(13) whether the proposed improvements compete with existing businesses to the detriment of the local economy;

(14) the impact on the business opportunities of existing business;

(15) the attraction of other new businesses to the area;

(16) the overall compatibility with the zoning ordinances and comprehensive plan for the area; and

(17) whether the project obtains all necessary permits from the applicable environmental agencies.

Each Eligible Facility shall be reviewed on its merits utilizing the factors provided above. After such review, Abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

I. **Denial of Abatement.** An Abatement Agreement shall not be authorized if it is determined that:

(1) there would be substantial adverse effect on the provision of government services or tax base;

(2) the applicant has insufficient financial capacity;

(3) applicant activities would violate applicable codes or laws; or

(4) any other reason deemed appropriate by the City.

J. **Taxability.** From the execution of the Abatement to the end of the Agreement

period, taxes shall be payable as follows:

- (1) the value of ineligible property as provided in Section II(E) shall be fully taxable;
- (2) the base year value of existing eligible property as determined each year shall be fully taxable; and
- (3) the additional value of new eligible property shall be fully taxable at the end of the Abatement period.

### SECTION III. APPLICATION

A. Any present or potential owner of taxable property in the City may request Tax Abatement by filing a written application with the City Council.

B. The application shall consist of a business plan of the applicant; applicant's projections on the employment impact and fiscal impact of the project; a general description of the new improvements to be undertaken; a descriptive list of the improvements for which an Abatement is requested; a list of the kind, number and location of all proposed improvements of a property; a map and property description; and a time schedule for undertaking and completing the proposed improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The City Council may require such financial and other information as deemed appropriate for evaluating the financial capacity and other factors pertaining to the applicant to be attached to the application.

C. The City shall give notice as provided by the Property Tax Code, including written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the Agreement is located, not later than seven (7) days before acting upon the application.

D. The application process described in this Section III shall be followed regardless of whether a particular reinvestment zone is created by City of Snyder or a taxing entity within Scurry County. No other notice or hearing shall be required except compliance with the open meetings act, unless the City Council deem them necessary in a particular case.

### SECTION IV. AGREEMENT

A. After approval, the City Council shall formally pass a resolution and execute an Agreement with the owner of the facility and lessee, as required, which shall:

- (1) include a list of the kind, number and location of all proposed improvements to the property;
- (2) provide access to and authorize inspection of the property by the taxing

unit to insure compliance with the Agreement;

(3) limit the use of the property consistent with the taxing unit's development goals;

(4) provide for recapturing property tax revenues that are lost if the owner fails to make improvements as provided by the Agreement;

(5) include each term that was agreed upon with the property owner and require the owner to annually certify compliance with the terms of the Agreement to each taxing unit; and

(6) allow the taxing unit to cancel or modify the Agreement at any time if the property owner fails to comply with the terms of the Agreement.

#### SECTION V. RECAPTURE

A. In the event that the applicant or its assignee (1) allows its ad valorem taxes owed to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or content; or (2) violates any of the terms and conditions of the Abatement Agreement and fails to cure during the cure period, the Agreement may be terminated and all taxes previously abated by virtue of the Agreement will be recaptured and paid within thirty (30) days of the termination.

B. Should the City determine that the applicant or its assignee is in default according to the terms and conditions of its Agreement, the City shall notify the applicant in writing at the address stated in the Agreement, and if such is not cured within the time set forth in such notice (the "Cure Period"), then the Agreement may be terminated.

#### SECTION VI. ADMINISTRATION

A. The Chief Appraiser of the Scurry County Appraisal District will annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year, the company or individual receiving Abatement shall furnish the appraiser with such information as may be necessary for the Abatement. Once value has been established, the Chief Appraiser will notify the City Council of the amount of the assessment.

B. The City may execute a contract with any other jurisdiction(s) to inspect the facility to determine if the terms and conditions of the Abatement Agreement are being met. The Abatement Agreement shall stipulate that employees and/or designated representatives of the City will have access to the reinvestment zone during the term of the Abatement to inspect the facility to determine if the terms and conditions of the Agreement are being met. All inspections will be made only after giving twenty-four (24) hours prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the applicant present.

and in accordance with its safety standards.

C. Upon completion of construction, a designated representative of the City shall annually evaluate each facility receiving Abatement to insure compliance with the Agreement and shall formally report such evaluations to the City Council.

#### SECTION VII. ASSIGNMENT

The Abatement Agreement may be transferred and assigned by the holder to a new owner or lessee of the same facility either upon the approval by resolution of the City Council or in accordance with the terms of an existing Tax Abatement Agreement. No assignment or transfer shall be approved if the parties to the existing Agreement, the new owner, or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably delayed or withheld. Notice shall be given to the City Council at least twenty (20) days in advance of any transfer or assignment.

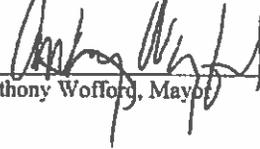
#### SECTION VIII. SUNSET PROVISION

These Guidelines and Criteria are effective upon the date of their adoption, and shall supersede and replace any and all prior guidelines and criteria for Tax Abatement in the City. These Guidelines and Criteria shall remain in force for two (2) years, unless amended by a three-quarters (3/4) vote of the City Council, at which time all reinvestment zones and Tax Abatement Agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on such review, the Guidelines and Criteria will be modified, renewed or eliminated; provided, however, no modification or elimination of the Guidelines and Criteria shall affect Tax Abatement Agreements that have been previously approved until the parties thereto shall agree to amend such Agreements.

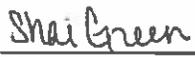
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PASSED, APPROVED AND ADOPTED on this the 15<sup>th</sup> day of August, 2016.

CITY OF SNYDER, TEXAS

  
\_\_\_\_\_  
Anthony Wofford, Mayor

ATTEST:

  
\_\_\_\_\_  
Shai Green, City Secretary

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY OF SNYDER, SCURRY COUNTY, TEXAS,  
REDUCING THE SPEED OF MOTOR VEHICLES ALONG THE RECENTLY  
ANNEXED TERRITORY WITHIN THE FM 1607 (37<sup>TH</sup> STREET) RIGHT OF  
WAY WITHIN THE CITY LIMITS OF THE CITY OF SNYDER, PROVIDING  
FOR PENALTIES THEREOF**

**WHEREAS;** the Snyder Independent School District and the City of Snyder requested a traffic speed study and the Texas Department of Transportation (TxDOT) has evaluated the traffic speed within the recently annexed section of right of way of FM 1607 (37<sup>th</sup> Street) city; and

**WHEREAS;** TxDOT has requested the segments of FM 1607 (37<sup>th</sup> Street) be changed to concur with those recommendations; now

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

THAT, the City of Snyder shall set the speed along F.M. 1607 as directed below:

30 miles per hour (School Zone) at Mile Point 3.077 to Mile Point 3.276 being 0.199 miles  
45 miles per hour at Mile Point 3.276 to Mile Point 3.444 being 0.168 miles

It shall be unlawful for any person to drive a motor vehicle through the City of Snyder at a speed greater than the limits set forth above.

Any person who shall violate any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and liable to a fine, and upon conviction shall be fined a sum of not less than fifteen dollars (\$15.00), nor more than two hundred dollars (\$200.00), and each and every violation shall constitute a separate offense.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of that conflict.

**PASSED AND APPROVED** by the City Council on first reading this 7<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

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

**PASSED AND ADOPTED** by the City Council on second reading this 5<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ESTABLISHING AND MANAGING AN EFFECTIVE CROSS-CONNECTION CONTROL PROGRAM; AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES OF THE CITY OF SNYDER, TEXAS, BY ADDING ARTICLE 3.09 RULES RELATED TO CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION. ADDING SECTIONS 3.09.001, 3.09.002, 3.09.003 AND 3.09.004, WITH REGARD TO THE ADDITION OF LOCAL PROVISIONS AFFECTING THE 2015 INTERNATIONAL PLUMBING AND RESIDENTIAL CODES AND RELATING TO BACKFLOW PREVENTION AND THE ESTABLISHMENT OF A BACKFLOW PREVENTION DEVICE TESTING PROGRAM CONFORMING TO THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of finds and determines that it is necessary to protect the health, safety and welfare of its citizens by regulating and controlling connections to the potable water system of the City and to prohibit any connection to the potable water system that has a potential for contamination or pollution of the potable water system; and

WHEREAS, the State of Texas, through its statutes and the regulations and rules of the Texas Commission on Environmental Quality ("TCEQ"), requires protection of the public water supply through appropriate cross connection control measures and local administration of a backflow prevention device testing program; and

WHEREAS, the City Council of the City of Snyder finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Snyder to make the following amendments to Chapter 3 of the Code of Ordinances of the City of Snyder.

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

SECTION 1. THAT Article 3.09 of the Code of Ordinances, City of Snyder, Texas, is hereby added to Chapter 3 of the Code of Ordinances, City of Snyder read as follows:

**Sec. 3.09.001 Definitions.**

For the purposes of Article 3.09 of the Code of Ordinances of the City of Snyder, and Sections 312.10 and 608 of the 2015 International Plumbing Code, Sections P2503.7 and P2902 of the 2015 International Residential Code, and the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, the following definitions shall apply. In the event of a conflict between the definitions set forth below and the definitions provided in the 2015 International Plumbing, 2015 International Residential Codes, the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, for the purposes of Sections 3.09.001, 3.09.002, and 3.09.003 of the Code of Ordinances of the City of Snyder, the definitions set forth below shall control.

(1) *Air gap* shall mean the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet conveying water to a tank, fixture, receptor, sink, or other assembly and the flood level rim of the receptacle. The vertical, physical separation must be at least twice the diameter of the water supply outlet, but never less than 1.0 inch. An air gap may also be a horizontal space between two pipes at no less than 6.0 inches.

(2) *Approved* shall mean accepted by the authority responsible as meeting an applicable specification stated or cited in this ordinance or as suitable for the proposed use.

(3) *Auxiliary water supply* shall mean any water supply on or available to the premises other than the purveyor's approved public water supply that presents a potential contamination hazard of the

public water system. These auxiliary waters may include water from another purveyor's public water supply or any natural source(s) such as a well, spring, river or stream or used waters; or industrial fluids. These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

(4) *Backflow* shall mean the undesirable reversal of flow in a public water distribution system as a result of a cross connection.

(5) *Backflow prevention assembly* shall mean an approved assembly to counteract backpressure or prevent back siphonage.

(6) *Backflow prevention assembly test and maintenance report* shall mean the report required for each backflow prevention assembly upon initial installation and periodically thereafter as required, giving evidence that the backflow prevention assembly has been properly selected based on the degree of hazard, and has been properly installed and tested in accordance with applicable standards, and showing the results of this test. The completed form will be forwarded to the Building Inspection Department of the City for documentation and forwarded to the water purveyor for annual record keeping.

(7) *Backflow Prevention Assembly Tester, Backflow Tester, or General Tester* shall mean a backflow assembly device tester who is qualified to test backflow prevention assemblies on any domestic, commercial, industrial or irrigation service (excepting firelines). This person must be licensed by TCEQ and registered with the City.

(8) *Backpressure* shall mean pressure created by any means in the water distribution system, which by being in excess of the pressure in the water supply mains causes a potential backflow condition.

(9) *Backsiphonage* shall mean the backflow of potentially contaminated water into the potable water system as a result of the pressure in the potable water system falling below atmospheric pressure of the plumbing fixtures, pools, tanks or vats connected to the potable water distribution piping.

(10) *Building Official* shall mean the officer charged with the enforcement of the building, plumbing, mechanical, electrical, fuel gas, and energy conservation codes of the City, or his duly authorized representative. For purposes of this ordinance, all Texas-licensed plumbing inspectors under the supervision of the Building Official are his duly authorized representatives.

(11) *Bypass Arrangements* shall mean any jumper connections, removable section, unions, swivels or change-over devices and other temporary or permanent devices through which or because of which backflow can occur.

(12) *Contamination* shall mean an impairment of the quality of the potable water that creates an actual hazard to the public health through poisoning or through the spread of disease by sewage, industrial fluids or waste.

(13) *Cross connection* shall mean a physical connection or bypass arrangement between a public water system and either another supply of unknown or questionable quality, or another source that may contain contaminating or polluting substances, any source of water treated to a lesser degree in the treatment process, or any steam, gas or chemical system.

(14) *Cross connection control device* shall mean any nationally approved or recognized device placed upon any connection, physical or otherwise, between a potable water supply system and any plumbing fixture or any tank, receptacle, equipment or device, which is designed to prevent non-potable, used, unclean, polluted and contaminated water, or other substance, from entering into any part of such potable water system under any condition or set of conditions.

(15) *Cross connections-controlled* shall mean a connection between a public water system and a nonpublic water system with an approved backflow prevention assembly properly installed and

maintained so that it will continuously afford the protection commensurate with the degree of hazard.

(16) *Cross connection control by containment* shall mean the installation of an approved backflow prevention assembly at the water service connection to any customer's premises, where it is physically or economically unfeasible to find and permanently eliminate or control all cross connections or potential contamination hazards, within the customer's water system; or it shall mean the installation of an approved backflow prevention assembly on the service line leading to and supplying a portion of a customer's water system where there are cross connections or potential contamination hazards, that cannot be effectively eliminated or controlled at the point of the cross connection.

(17) *Customer/property owner* shall mean the owner, as determined by the real property records of Snyder County, Texas, or the agent of the owner in responsible charge of the subject premises. For purposes of this ordinance, a licensed plumber and/or irrigator shall be deemed to be an agent of the owner when performing work under the scope of this ordinance pursuant to a plumbing and/or irrigation permit.

(18) *Customer service inspection* shall mean an inspection designed to detect any actual or potential point of contamination of the potable water system and/or cross connection hazards.

(19) *Degree of hazard* shall mean the non-health hazard or health hazard classification that shall be attached to all actual or potential cross connections.

(a) *Non-health hazard* shall mean a cross connection or potential cross connection involving any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable, if introduced into a public water supply.

(b) *Health hazard* shall mean the classification assigned to a cross connection or potential contamination hazard or other situation involving any substance that can cause illness, death, spread of disease or has a high probability of causing such effects if introduced into the potable drinking water supply.

(20) *Double check valve backflow assembly (DCVA), double check assembly, and double check (DC)* shall mean an assembly consisting of two independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly and fitted properly located resilient seated test cocks. This assembly shall only be used to protect against a non-health hazard.

(21) *Fireline tester* shall mean a tester who is qualified to test backflow prevention assemblies on firelines. This person must be licensed by TCEQ and registered with the City.

(22) *Licensed professional* shall mean any individual, or their representative, that must maintain a license obtained through a professional licensing board in order to conduct their business under state law.

(23) *Non-potable water* shall mean water not safe for drinking, personal or culinary utilization.

(24) *Pollution* shall mean an impairment of the quality of the potable water to a degree that does not create a hazard to the public health but that does adversely and unreasonably affect the aesthetic qualities of such potable water for domestic use.

(25) *Point of use isolation* shall mean the appropriate backflow prevention within the consumer's water system at the point at which the actual or potential cross connection exists.

(26) *Potable water* shall mean water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming to the bacteriological and chemical quality requirements of the Public Health Service Drinking Water Standards or the regulations of any public health authority having jurisdiction over such matters.

(27) *Potential contamination hazard* shall mean a condition which, by its location, piping or configuration, has a reasonable probability of being used incorrectly, through carelessness, ignorance, or negligence, to create or cause to be created a backflow condition by which

contamination can be introduced into the public water supply. Examples of potential contamination hazards are:

- (A) bypass arrangements;
- (B) jumper connections;
- (C) removable sections or spools; and
- (D) swivel or changeover assemblies.

(28) *Public Health Service Drinking Water Standards* shall mean the standards set forth in 30 TAC 290 Subchapter F, as may be amended from time to time.

(29) *Reduced pressure principle backflow prevention assembly (RPBA), reduced pressure principle assembly, RPZ or RP assembly* shall mean a backflow prevention device consisting of two independently acting check valves, internally force-locked normally closed position and separated by an intermediate chamber (or zone) in which there is an automatic relief means of venting to the atmosphere, internally loaded to a normally open position between two tightly closing shutoff valves and with a means for testing for tightness of the checks and opening of the relief means.

(30) *Repair* of an irrigation system shall mean the reconstruction or renewal of any part of an existing irrigation system, including without limitation, installation of a backflow prevention device, adding additional irrigation zones, reparation of a main irrigation line and valve replacement. For the purpose hereof, the replacement of a control box or sprinkler head(s) shall not be deemed to be a repair.

(31) *Service connection* shall mean the point of delivery where the water purveyor loses control over the water.

(32) *Used water* shall mean any water supplied by a water purveyor from a public water system to a consumer's water system after it has passed through the point of delivery or service connection and is no longer under the sanitary control of the water purveyor.

(33) *Water purveyor* shall mean the Director in charge of the water department of the City of Snyder, who is vested with the authority and responsibility for the implementation of an effective cross connection control program and for the enforcement of the provisions of this ordinance.

SECTION 2. THAT Section 3.09.002 of the Code of Ordinances of the City of Snyder, Texas, is hereby added to read as follows:

**Sec. 3.09.002 General.**

Section 3.09.001, Section 3.09.002, Section 3.09.003 and Section 3.09.004 of the Code of Ordinances of the City of Snyder are intended to supplement the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, Section 312.10, "Inspection and Testing of Backflow Prevention Assemblies", and Section 1308, "Protection of Potable Water Supply" of the 2015 International Plumbing Code, as well as Sections P2503.7 and P2905 of the 2015 International Residential Code, both codes having been previously adopted as a part of the Code of Ordinances of the City of Snyder, Texas. In the event of any conflict between the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, Sections 312.10 or 1308 of the 2015 International Plumbing Code or Sections P2503.7 or P2905 of the 2015 International Residential Code and Article 3.09 of the Code of Ordinances of the City of Snyder, Texas, the provisions of Section 3.09.001, of the Code of Ordinances of the City of Snyder shall control. Article 3.09 of the City of Snyder shall be liberally construed to protect the public health and safety of the citizens of the City of Snyder, Texas.

SECTION 3. THAT the Code of Ordinances of the City of Snyder, Texas, is hereby amended by adding Section 3.09.003, which said Section shall read as follows:

**Sec. 3.09.003 Responsibilities of the Water Purveyor, User, Customer/Property Owner and Backflow Prevention Assembly Tester.**

- (a) Responsibilities of water purveyor.

(1)(i) No water service connection to any premises shall be installed or maintained by the water purveyor unless the water supply is protected as required by state law, including without limitation, 30 TAC 290.44(h), 30 TAC 290.413(j), 30 TAC 290.47(i), 30 TAC 344.73 and 30 TAC 344.75, as same may be amended from time to time. Service of water, subject to the provisions of Article 3.09 of the Code of Ordinances of the City of Snyder, or for the purposes of Article 3.09 of the Code of Ordinances of the City of Snyder, and Section 312.10 and 608 of the 2015 International Plumbing Code, Sections P2503.7 and P2902 of the 2015 International Residential Code, and the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, Sections 312.10 or 608 of the 2015 International Plumbing Code, or Sections P2503.7 or P2902 of the 2015 International Residential Code, as applicable, to any premises shall be discontinued by the water purveyor if a backflow prevention assembly required by this ordinance is not installed properly, tested and maintained, or if it is found that a backflow prevention assembly has been removed, bypassed, or if an unprotected cross connection exists on the premises. Service will not be restored until such conditions or defects are corrected.

(ii) For new facilities, permanent water service shall not be provided until all testable backflow prevention assemblies have been tested and are operational. Except in cases where the testing of backflow prevention assemblies must be delayed until the installation of internal production or auxiliary equipment, City shall not approve any certificate of occupancy until all backflow prevention assemblies have been tested and are operational.

(2) Customer service inspection.

(i) A customer service inspection for cross connection control shall be completed by the City water purveyor prior to providing continuous water service in each of the following circumstances.

(a) Water service to a newly constructed facility, in which case the customer service inspection shall be performed in conjunction with or near the same time as the plumbing final inspection conducted by the Building Official.

(b) Any correction, addition or improvement to the water service or water distribution plumbing of any facility or premises, except for minor repair and maintenance work exempted from permitting by Section 106.2 of the 2015 International Plumbing Code, or in cases where an approved RPBA backflow prevention device has been installed at the point of water service connection such that premises isolation is achieved, and said device has been verified as having been properly tested and maintained as provided herein. Where non-exempt plumbing work has been performed upon the water service or water distribution plumbing of any facility or premises, and approved premises isolation has been provided as described herein, the Building Official shall be solely responsible for ensuring compliance of any such work on the customer side of the backflow device.

(ii) A permanent water service shall not be established with regard to a newly constructed facility until after the customer service inspection is completed.

(iii) Temporary water service, for construction or other purposes, that is found to pose a potential cross connection threat to the potable water due to the unknown use of the water therefore, or other reasons or causes, shall be protected by an approved backflow prevention assembly.

(3) If, in the judgment of the water purveyor or Building Official an approved backflow prevention assembly is required at the customer's/property owner's water service connection; or, within the customer's/property owner's private water system for the safety of the public water system, the water purveyor or the designated agent shall:

(i) Give notice in writing to the customer/property owner to install an approved backflow prevention assembly(s) at specific location(s) at his/her expense, and depending on the

severity of the threat to the public water supply, within the time frame required by the City and in all instances within thirty (30) days.

(ii) In the case of any premise where, in the opinion of the water purveyor and/or building official, an imminent health threat is posed due to cross connection or a potential contamination hazard water service to the facility may immediately be discontinued without prior written notice to customer/property owner. Although the City will attempt to provide notice as is reasonably practical, no notice shall be required prior to discontinuance.

(4) Failure, refusal or inability on the part of the customer/property owner to install, have tested and maintain the backflow prevention assembly(s) shall be grounds for discontinuing water service to the premises until such requirements have been met as required by this ordinance.

(5) Any reduction in water pressure caused by the installation of backflow prevention assembly devices shall not be the responsibility of the City.

**(b) Responsibilities of the Customer/Property Owner.**

The customer's/property owner's system shall include those parts of the potable water conveyance facilities beyond the termination of the utility distribution system that are conveying potable water to the points of use of customer/property owner.

(1) Backflow prevention assemblies shall be installed within the customer's/property owner's system at the customer's/property owner's expense at any time required by Article 3.09 of the Code of Ordinances of the City of Snyder and For the purposes of Article 3.09 of the Code of Ordinances of the City of Snyder, and Section 312.10 and 608 of the 2015 International Plumbing Code, Sections P2503.7 and P2902 of the 2015 International Residential Code, and the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual,

(2) /or Sections 312.10 or 608 of the 2015 International Plumbing Code, or Sections P2503.7 or P2902 of the 2015 International Residential Code, or the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, as applicable. All backflow prevention devices must be installed and tested as required by (i) and Article 3.09 of the Code of Ordinances of the City of Snyder; and (ii) Section 312.10 and Section 608 of the 2015 International Plumbing Code; and (iii) 30 TAC 290.44(h), 30 TAC 290.46(j) and 30 TAC 290.47(i).

(2) It shall be the responsibility of the customer/property owner to verify that all applicable City plumbing and/or irrigation permits are obtained and that the customer/property owner, or licensed plumber or irrigator, as applicable, is in compliance with all of the provisions of those permits. In addition to the remedies provided herein, in the event the backflow prevention assembly is installed by a licensed professional, failure by such licensed professional to follow the provisions of such permit will result in written notice to the applicable state licensing agency, in addition to being a violation of this ordinance.

(3) It shall be the responsibility of the customer/property owner and backflow prevention assembly tester performing the subject test(s) to send to the City the backflow prevention assembly test and maintenance records. These materials shall be delivered to the Water Purveyor Office of the City within ten (10) days of installation of the backflow prevention assembly.

(4) The customer's/property owner's system shall be open for inspection at all reasonable times authorized representatives of the City to determine whether cross connections or potential contamination hazards, including violations of Article 3.09 of the Code of Ordinances of the City of Snyder and/or For the purposes of Article 3.09 of the Code of Ordinances of the City of Snyder, and Sections 312.10 and 608 of the 2015 International Plumbing Code, Sections P2503.7 and P2902 of the 2015 International Residential Code, and the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, Sections 312.10 or 608 of the 2015

International Plumbing Code, or Sections P2503.7 or P2902 of the International Residential Code, as applicable, exist.

(5) If the customer or premise wherein potable water from the City is supplied or provided has an auxiliary water supply that is treated to a lesser degree than the public water supply or if the water quality is unknown, and which is either cross connected or poses a potential contamination hazard to the public water system, the public water system shall be protected against backflow or backsiphonage by an approved backflow prevention device. The described threat shall be deemed a health hazard when determining the type of approved backflow required. If the auxiliary water supply is used for irrigation purposes, the backflow assembly shall be subject to the requirements of 30 TAC 344.75(c), as same may be amended from time to time.

(6) In the event industrial fluids, any material dangerous to health or any other objectionable substances are handled in such a fashion as to create potential contamination hazard to the public water system, such condition shall be deemed a health hazard. The public water system shall be protected against backflow from the premises by installing an air gap, a reduced pressure principle backflow assembly, or such other backflow assembly device as may be required by 30 TAC 290.47(i), as same may be amended from time to time. See Exhibit "A" latest revision (Appendix F, TCEQ publication RG-478) incorporated herein and made a part hereof for all purposes.

(7) All new installations of or substantial alterations to fire suppression systems that utilize the City's public water supply shall have installed a U.L. approved backflow prevention device according to the degree of hazard that exists. For purposes of this section, a "substantial alteration" is deemed to be any alteration or expansion of the system that would trigger a requirement for review and approval by the authority having jurisdiction, normally being the City Fire Marshal. All fire-line backflow prevention assemblies must be installed inside the building as determined by Section 3.09.002 of the Code of Ordinances of the City of Snyder. Upon the approved installation of the backflow prevention assembly, a cross connection test report completed by a licensed fire-line tester must be provided to the City as required by Section 3.09.002 (b)(3), above.

(8) Subject to the conditions of this Section 3.09.002 (b)(8), a reduced pressure assembly shall be the minimum protection for fire hydrant water meters which are being used for a temporary water supply during construction or other uses which may pose a potential contamination hazard to the public water supply. Only City fire hydrant water meters with approved backflow prevention assemblies are allowed to be used within the City limits. Failure to comply with this Section 3.09.002 (b)(8) will result in the fire hydrant meter being removed from the premise by the water purveyor.

(9) It shall be the duty of the customer/property owner at any premises where backflow prevention assemblies are installed to have certified inspections and operational tests made upon installation and at least once every three years in non-health hazard conditions. In those instances where the water purveyor and/or building official of the City deems the potential backflow to be a health hazard or a potential health hazard, certified inspections shall be required annually or at more frequent intervals as deemed necessary by the water purveyor. All inspections and tests of backflow prevention assemblies shall be at the expense of the customer/property owner and shall be performed by a backflow tester who is licensed with the Texas Commission on Environmental Quality and registered with the water purveyor and meeting all conditions and criteria of Section 3.09.001, Section 3.09.002, and Section 3.09.003 of the Code of Ordinances of the City of Snyder.

(10) It shall be the responsibility of the customer/property owner that all irrigation systems installed after the effective date hereof and for an existing system in the event of a repair, shall have installed an approved backflow prevention assembly other than an atmospheric vacuum breaker (AVB), in the event an existing irrigation system is repaired.

(11) It shall be the responsibility of the customer/property owner to have the backflow prevention assembly device tested as described in this Ordinance. The backflow prevention assembly shall be repaired, overhauled, or replaced at the expense of the customer/property owner whenever said assemblies are found to be defective. Water service shall not be restored until repairs are complete.

(c) Responsibilities of the Backflow Prevention Assembly Tester

In addition to requirements of the backflow prevention assembly tester set forth in other parts of this Ordinance, backflow prevention assembly tester shall also comply with the following:

(1) The backflow prevention assembly tester shall perform competent tests, issuing complete, accurate and legible reports of backflow prevention assemblies tested, and filing backflow prevention assembly test and maintenance reports as prescribed by this Ordinance. Test reports shall be submitted to the Water Purveyor Office of the City, within (10) ten days of the testing by the backflow prevention assembly tester of the installation, replacement, or repair of the backflow assembly.

(2) Prior to performing any testing of backflow prevention assemblies within the City of Snyder, a licensed backflow prevention assembly tester must be registered annually with the City in accordance with this Section.

(a) Eligibility for registration shall be conditioned upon applicant providing proof to the City that they are currently licensed as a backflow prevention assembly tester by the Texas Commission on Environmental Quality.

(b) Each applicant for registration shall furnish evidence to the City to show that he/she has available the necessary tools and equipment to properly test and certify such assemblies. Serial numbers of all test gauges shall be registered with the City annually and shall be listed on tests and maintenance reports prior to being submitted to the City. Each recorded test kit shall be tested annually for accuracy and calibrated to maintain a two (2) percent accuracy factor.

(3) In the event the City has reason to believe that testing or reporting deficiencies exist in a backflow prevention assembly tester's methods or report, the City shall notify the tester and

(a) Require the subject customer/property owner to have re-tested any backflow prevention assembly previously reported as operational;

(b) In the event the backflow prevention assembly tester has committed three (3) or more inadvertent testing or reporting inaccuracies within a twelve (12) month period commencing with the first inaccuracy, the backflow prevention assembly tester's registration with the City may be suspended for a period of six (6) months;

(c) In the event the backflow prevention assembly tester shall file with the City an intentional or knowing falsified test report, the backflow prevention assembly tester's registration with the City shall be revoked by the City.

SECTION 4. THAT Section 3.09.004 of the Code of Ordinances of the City of Snyder, Texas, is hereby added to read as follows:

**Sec. 3.09.004 Approved Backflow Prevention Device Assembly and Installation.**

(a) Any backflow prevention assembly required by Article 3.09 of the Code of Ordinances of the City of Snyder, or For the purposes of Article 3.09 of the Code of Ordinances of the City of Snyder, and Sections 312.10 and 608 of the 2015 International Plumbing Code, Sections P2503.7 and P2902 of the 2015 International Residential Code, and the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, Section 312.10 or 608 of the 2015 International Plumbing Code, or Sections P2503.7 or P2902 of the International Residential Code, or the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, as applicable, shall be of a model and size approved by the water purveyor/building official or as approved by 30 TAC 290.47(i), as same may be amended from time to time. Backflow prevention devices must be approved by the City prior to installation. The City shall determine the type and location of the backflow prevention assembly to be installed within the area served by the public water system.

(b) The term approved *backflow prevention assembly* shall mean a backflow prevention assembly that has been manufactured and installed in full conformance with the standards specified within the 2015 International Plumbing Code and those established by the American Water Works Association (AWWA) and the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, titled:

AWWA C510 Standard for Double Check Valve Backflow-Prevention Assembly, and AWWA C511 Standard for Reduced-Pressure Backflow-Prevention Assembly, and have met completely the laboratory field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research (FCCHR) and the University of Southern California (USC), "Specification of Backflow-Prevention Assemblies" – Sec. 10 of the most current issue of the *Manual of Cross-Connection Control*.

(c) Backflow prevention assemblies shall be installed in a manner designed to facilitate ease of testing and inspection by the City or any certified general tester. All backflow prevention assemblies shall be tested upon installation, relocation, or repair of same.

(d) Backflow prevention assemblies, in addition to other requirements set forth in Article 3.09 of the Code of Ordinances of the City of Snyder, or For the purposes of Article 3.09 of the Code of Ordinances of the City of Snyder, and Sections 312.10 and 608 of the 2015 International Plumbing Code, Sections P2503.7 and P2902 of the 2015 International Residential Code, and the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, Section 312.10 or 608 of the 2015 International Plumbing Code, Sections P2503.7 or P2902 of the 2015 International Residential Code, or the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, shall be installed in accordance with subparagraphs (1) through (9) below. The clearance standards set forth in subparagraphs (1) through (9), below, shall apply to all assemblies installed in enclosures and meter boxes.

(1) Backflow prevention assemblies that are larger than four inches and installed more than five feet above floor level must have a suitable platform for use by testing or maintenance personnel.

(2) All backflow prevention assemblies installed eight feet or higher above floor level must have installed a suitable permanent ladder for use by testing or maintenance personnel.

(3) All backflow prevention assembly enclosures shall be designed for ready access and sized to allow for the minimum clearance as established in this article. Removable protective enclosures may be installed on smaller assemblies.

(4) Reduced Pressure Zone assemblies two inches and smaller shall have at least a six-inch clearance on both ends and on top of the assembly. Additionally, there shall be twelve inches of clearance below the relief valve and twelve inches of clearance on the test cocks side of the assembly. All assemblies larger than two inches shall have a minimum of twelve inches of clearance on the back side, twenty-four inches of clearance on the test cock side, and the relief valve opening shall be at least twelve inches plus nominal size of assembly above the floor or highest possible water level.

(5) Double Check Valve Assemblies larger than two inches may be installed above finished grade in a freeze-proof enclosure or below grade in a vault. If assembly is installed below grade, the test cocks must be plugged with corrosion resistant watertight plugs, and shall be no less than twelve inches below grade with a minimum of twelve inches clearance below the backflow assembly device. There shall be at least a six inch clearance on both ends of the assembly with a minimum clearance of twelve inches on the back side and twenty-four inches on the test cock side. The top of the vault shall be two inches above ground level. Double Check Valve Assemblies shall be installed so that the checks are horizontal.

(6) Double Check Valve Assemblies two inches and smaller may be installed above finished grade in a freeze-proof enclosure or below grade in a box. If assembly is installed below grade, the test cocks must be plugged with corrosion resistant watertight plugs, and shall be no less than twelve inches below grade with a minimum of twelve inches clearance below the backflow assembly device. There shall be at least a six inch clearance on both ends of the

assembly with a minimum clearance of twelve inches on the back side and twelve inches on the test cock side. The top of the box shall be two inches above ground level. Double Check Valve Assemblies shall be installed so that the checks are horizontal.

(7) Bypass arrangements are prohibited. Pipe fittings which could reasonably be calculated to constitute a means by which a backflow assembly could be bypassed and defeated shall not be installed.

(8) All facilities that require continuous, uninterrupted water service and are required to have a backflow assembly must make provision for the parallel installation of assemblies of the same type so that testing, repair and maintenance can be performed.

(9) All health hazard facilities shall have containment from the City's potable water system. For the purposes of this section, "containment" shall mean protection of the public water supply at the service connection.

SECTION 5. THAT the mechanism for appeal from the provisions of this Ordinance, or from a decision of an administrative official enforcing same, shall be through the Building Board of Appeals of the City of Snyder in the same manner as set forth in Chapter 3, Article 3.03, Section 3.03.061 of the Snyder Code of Ordinances. It is further provided that said Board shall have no authority to waive, set aside or alter any provision of this Ordinance otherwise mandated by the laws of the State of Texas.

SECTION 6. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.009 Code of Ordinances of the City of Snyder. Additionally, a violation of any provision of this Ordinance shall be deemed to be a nuisance under Section 3.04.006 of the Code of Ordinances of the City of Snyder. Notwithstanding the above, in the event a violation results in an imminent risk to human health, safety or welfare, the City may immediately discontinue water service to the subject facility without notice. Notwithstanding the right to immediately discontinue water service without notice, as described herein, the City will attempt to provide notice as is reasonably practical under the circumstances presented. The City will provide customer with necessary information to properly reinstate service.

SECTION 7. THAT should any paragraph, section, sentence, phrase, clause or word of this ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 8. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

SECTION 9. THAT this Ordinance shall become effective from and after its publication as provided by law.

**PASSED AND APPROVED** by the City Council on first reading this 7<sup>th</sup> day of November, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

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

**PASSED AND ADOPTED** by the City Council on second reading this 5<sup>th</sup> day of December, 2016.

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Mayor

ATTEST:

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City Secretary

**EXHIBIT "A"**

**Appendix F: Assessment of Hazard and Selection of Assemblies [from 30 TAC 290.47(f)]**

The following table lists many common hazards. It is not an all-inclusive list of the hazards that may be found connected to public water systems.

<b>Premises Isolation:</b>	<b>Assessment of Hazard</b>	<b>Required Assembly</b>
<b>Aircraft and missile plants</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Animal feedlots</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Automotive plants</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Breweries</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Canneries, packing houses and rendering plants</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Commercial car wash facilities</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Commercial laundries</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Cold storage facilities</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Connection to sewer pipe</b>	<b>Health</b>	<b>AG</b>
<b>Dairies</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Docks and dockside facilities</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Dye works</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Food and beverage processing plants</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Hospitals, morgues, mortuaries, medical clinics, dental clinics, veterinary clinics, autopsy facilities, sanitariums, and medical labs</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Metal manufacturing, cleaning, processing, and fabrication plants</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Microchip fabrication facilities</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Pa Der and paper products plants</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Petroleum processing or storage facilities</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Photo and film processing labs</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Plants using radioactive material</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Plating or chemical plants</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Pleasure-boat marinas</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Private/Individual/Unmonitored Wells</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Reclaimed water systems</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Restricted, classified or other closed facilities</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Rubber plants</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Sewage lift stations</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Sewage treatment plants</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Slaughter houses</b>	<b>Health</b>	<b>RPBA or AG</b>
<b>Steam plants</b>	<b>Health</b>	<b>RPBA or AG</b>

Tall buildings or elevation differences where the highest outlet is 80 feet or more above the meter	Non-health*	DCVA
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Internal Protection: Description of Cross Connection	Assessment of Hazard	Required Assembly
Aspirators	Non-health*	AVB
Aspirator (medical)	Health	AVB or PVB
Autoclaves	Health	RPBA
Autopsy and mortuary equipment	Health	AVB or PVB
Bedpan washers	Health	AVB or PVB
Connection to industrial fluid systems	Health	RPBA
Connection to plating tanks	Health	RPBA
Connection to salt-water cooling systems	Health	RPBA
Connection to sewer pipe_.....	Health	AG
Cooling towers with chemical additives	Health	AG
Cuspidors	Health	AVB or PVB
Degreasing equipment	Non-health*	DCVA
Domestic space-heating boiler	Non-health*	RPBA
Dye vats or machines	Health	RPBA
	Health	RPBA
Flexible shower heads	Non-health*	AVB or PVB
Heating equipment		
Commercial	Non-health*	RPBA
Domestic	Non-health*	DCVA
Hose bibbs	Non-health*	AVB
Irrigation systems		
with chemical additives	Health	RPBA
without chemical additives	Non-health*	DCVA, AVB, or PVB
Kitchen equipment—Commercial	Non-health*	AVB
Lab bench equipment	Health or Non-health*	AVB or PVB
Ornamental fountains	Health	AVB or PVB
Swimming pools		
Private	Non-health*	PVB or AG
Public	Non-health*	RPBA or AG
Sewage pump	Health	AG
Sewage ejectors	Health	AG
Shampoo basins	Non-health*	AVB
Specimen tanks	Health	AVB or PVB
Steam generators	Non-health*	RPBA
Steam tables	Non-health*	AVB
Sterilizers	Health	RPBA
Tank vats or other vessels containing toxic substances	Health	RPBA
Trap primers	Health	AG
Vending machines	Non-health*	RPBA or PVB
Watering troughs	Health	AG or PVB

**NOTE: AG = air gap; AVB = atmospheric vacuum breaker; DCVA = double check valve backflow prevention assembly; PVB = pressure vacuum breaker; RPBA = reduced-pressure principle backflow prevention assembly**

**AVBs and PVBs may be used to isolate health hazards under certain conditions, that is, back-siphonage situations. Additional area of premises isolation may be required.**

**\*Where a greater hazard exists (due to toxicity or other potential health impact) additional area protection with RPBA is required.**

## PURCHASING POLICY PROCEDURES

Procedure Statement No. AP-001-799

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

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

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

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

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

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

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

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

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

**D. Purchases over \$50,000.**

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

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

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

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

5. Emergency repairs by service center.

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

6. Emergency orders after hours.

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

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

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

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

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

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

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

#### **E. Donated Resources and Services**

Resources and Services furnished to the City of Snyder 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 services is not reimbursable either as a direct or indirect cost. However, the value of donated services 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. 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.

#### **EMERGENCY PROCUREMENT**

See the Financial Emergency Procurement Manual



City of Snyder  
Quarterly Investment Report  
September 2016

Possession	Cost	Date Purchased	Number	% Rate	Interest Earned	Term Days	Maturing Date	New Number	Term Days	Maturity Date	% Rate	Interest Earned
General	100,000.00	07/23/15	866652	0.2500	\$	180	11/23/15	866652	120	03/26/2016	0.5000	
General	100,000.00	03/26/16	866652	0.5500	\$ 559.29	120	07/23/16		180	11/23/2016	0.5700	
General	100,000.00	08/17/15	852104	0.5500	\$ 392.61	180	02/17/16	852104	180	08/17/2016	0.5500	
General	100,000.00	08/17/15	852139	0.5500	\$	180	02/17/17		180	08/17/2016	0.5500	
General	100,000.00	09/17/15	852139	0.5500	\$	180	02/17/17		180	08/17/2016	0.5500	
General	100,000.00	08/14/15	852163	0.5500	\$ 462.48	210	04/17/16	852163	210	11/17/2016	0.5500	
General	100,000.00	08/14/15	851779	0.5500	\$ 439.87	180	02/14/16	851779	180	08/14/2016	0.5500	
General	100,000.00	08/14/15	851809	0.5500	\$	180	02/14/17		180	08/14/2016	0.5600	
General	100,000.00	05/18/15	851876	0.5500	\$	180	02/14/17		180	08/14/2016	0.5600	
General	100,000.00	05/18/16	851876	0.5500	\$ 675.57	180	11/18/15	851876	180	05/18/2016	0.5500	
General	100,000.00	05/14/15	851833	0.5500	\$	180	11/18/16		180	05/18/2016	0.5500	
General	100,000.00	05/14/16	851833	0.5500	\$ 750.38	180	11/14/15	851833	180	05/14/2016	0.5500	
Total	800,000.00				\$ 4,138.17							
W&S	CASHED	07/18/15	852201	0.5000	\$ 434.64	150	12/08/15	852201	180	05/08/2016	0.5000	
W&S	100,000.00	06/29/15	851965	0.5500	\$	180	12/29/15	851965	180	06/29/2016	0.5500	
W&S	100,000.00	06/29/16	851965	0.5500	\$ 708.32	180	12/29/16		180	06/29/2016	0.5100	
W&S	100,000.00	05/29/15	851930	0.5000	\$	180	10/29/15	851930	180	03/29/2016	0.5500	
W&S	100,000.00	03/29/16	851930	0.5500	\$ 670.96	150	12/29/16		150	01/29/2017	0.5800	
W&S	100,000.00	09/23/15	866628	0.5500	\$	180	08/29/16	866628	180	09/23/2016	0.5500	
W&S	100,000.00	09/23/16	866628	0.5500	\$ 467.95	180	03/23/17		180	09/23/2016	0.4300	
W&S	100,000.00	09/20/15	866571	0.5500	\$	180	03/20/16	866571	180	09/20/2016	0.5500	
W&S	100,000.00	09/20/16	866571	0.5500	\$ 467.27	180	03/23/17		180	09/20/2016	0.5500	
W&S	CASHED	03/20/15	866547	0.5000	\$ 297.81	150	01/20/16	866547	150	06/20/2016	0.5500	
Total	400,000.00				\$ 3,046.95							
LF/clo-post	1,966,624.00	07/09/15	852031	0.5500	\$ 8,979.51	120	01/09/16	852031	120	07/09/2016	0.5500	
Sanitation	100,000.00	07/09/16	866415	0.5500	\$	120	11/09/16		120	07/09/2016	0.5200	
Sanitation	100,000.00	08/17/15	866415	0.5500	\$ 392.61	180	02/17/16	866415	180	08/17/2016	0.5500	
Sanitation	100,000.00	08/17/15	866458	0.5500	\$	180	02/17/17		180	08/17/2016	0.5200	
Sanitation	100,041.85	06/17/15	866458	0.5500	\$ 392.61	180	02/17/16	866458	180	08/17/2016	0.5500	
Sanitation	100,000.00	06/17/15	866385	0.2500	\$	180	02/17/17		180	08/17/2016	0.4900	
Sanitation	100,000.00	05/17/15	866385	0.5500	\$ 492.21	180	10/17/15	866385	120	02/17/2016	0.5500	
Sanitation	100,000.00	05/17/15	866350	0.2500	\$	120	06/17/16		120	10/17/2016	0.4900	
Sanitation	100,000.00	02/17/16	866350	0.5500	\$ 357.12	180	11/17/15	866350	90	02/17/2016	0.5500	
Sanitation	100,000.00	02/17/16	866350	0.5500	\$	90	05/17/16		90	08/17/2016	0.5500	
Sanitation	100,000.00	09/17/15	866350	0.5500	\$	90	11/17/16		90	08/17/2016	0.5500	
Sanitation	100,000.00	09/17/15	852244	0.2500	\$ 383.02	180	10/17/15	852244	180	01/17/2016	0.5500	
Sanitation	100,000.00	03/17/15	852279	0.5500	\$	180	07/17/16		180	01/17/2017	0.5700	
Sanitation	100,000.00	02/17/16	852279	0.2500	\$ 345.24	180	10/17/15	852279	60	02/17/2016	0.5500	
Total	2,466,666.85				\$ 11,342.32	167	04/17/16		156			\$

Fund	TOTAL		Year to Date	
	CD'S	Interest Earned	Amount	Year to Date
General	800,000.00	\$ 4,138.17	\$ 1,700,000	Interest Earned
W&S	400,000.00	\$ 3,046.95	\$ -	Interest Earned
Sanitation	2,466,665.85	\$ 11,342.32	\$ -	Interest Earned
Total	3,666,665.85	\$ 18,527.44	\$ 1,700,000	Interest Earned
Ave no. days	171.00	Aver. Interest Rate	\$ 1,700,000	Interest Earned
		0.52	\$ 1,700,000	Interest Earned

**Tex Pool Investments**

Fund	Amount by Fund	FISCAL		Total Interest Earned	Account Balance	Average Monthly Int. Rate for Texpool
		Year to Date	Interest Earned			
General Fund	\$ 1,700,000	\$ 5,281.37	\$ 83,620.48	\$ 1,783,620.48	October 0.0966	April 0.3380
Water & Sewer Fund	\$ -	\$ 1,880.15	\$ -	\$ -	November 0.1105	May 0.3399
Sanitation	\$ -	\$ -	\$ -	\$ -	December 0.1863	June 0.3633
Landfill Close/Post Close	\$ -	\$ -	\$ -	\$ -	January 0.2874	July 0.3514
Total	\$ 1,700,000	\$ 7,161.52	\$ 83,620.48	\$ 1,783,620.48	February 0.3010	August 0.3421
					March 0.3273	September 0.3950

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

Fund	Year to Date Investment	Year to Date Interest Earned	September 2015		TOTAL Investment
			September 2015	September 2015	
General	2,583,620.48	\$ 9,419.54	\$ 2,500,773	\$ 2,859.32	\$ 2,583,620.48
W&S	400,000.00	\$ 4,927.10	\$ 800,745	\$ 2,046.47	\$ 400,000.00
Sanitation	500,041.85	\$ 11,342.32	\$ 600,328	\$ 2,509.39	\$ 2,466,665.85
Landfill C/PC	1,966,624.00	\$ -	\$ 1,958,932	\$ -	\$ -
Total	5,450,286.33	\$ 25,688.96	\$ 5,860,778	\$ 7,415.18	\$ 5,450,286.33

Percentage of change from September 2015 compared to this September, a result of moving the Water & Sewers portion of Texpool to the checking account. Also cashing in the Certificates of Deposits in Water and Sewer to cover daily operations in water and sewer fund. Interest rates for this year along with the interest rate at TexPool have increased compared to last fiscal year. and the interest rate from Tex Pool has gone from .0575 to .3633.

**-7.00%**

**205.96%**

*Mark Taylor*  
Investment Officer - City Manager

*Patricia J. Hansen*  
Investment Officer - Finance Director

*Shirley Green*  
Investment Officer

# U.S. DEPARTMENT OF THE TREASURY

## Resource Center

### Daily Treasury Bill Rates Data

[Get updates to this content.](#)

**XML** These data are also available in XML format by clicking on the XML icon.

**XSD** The schema for the XML is available in XSD format by clicking on the XSD icon.

If you are having trouble viewing the above XML in your browser, [click here](#).

To access interest rate data in the legacy XML format and the corresponding XSD schema, [click here](#).

#### Select type of Interest Rate Data

Daily Treasury Bill Rates

#### Select Time Period

Current Month

DATE	4 WEEKS		13 WEEKS		26 WEEKS		52 WEEKS	
	BANK DISCOUNT	COUPON EQUIVALENT						
10/03/16	0.24	0.24	0.32	0.32	0.48	0.49	0.61	0.62
10/04/16	0.28	0.28	0.33	0.33	0.47	0.48	0.62	0.63
10/05/16	0.26	0.26	0.32	0.32	0.47	0.48	0.62	0.63
10/06/16	0.25	0.25	0.32	0.32	0.45	0.46	0.62	0.63
10/07/16	0.25	0.25	0.32	0.32	0.45	0.46	0.63	0.64
10/11/16	0.26	0.26	0.35	0.36	0.47	0.48	0.68	0.69
10/12/16	0.25	0.25	0.36	0.37	0.48	0.49	0.67	0.68
10/13/16	0.26	0.26	0.29	0.29	0.44	0.45	0.65	0.66
10/14/16	0.25	0.25	0.31	0.31	0.45	0.46	0.65	0.66
10/17/16	0.23	0.23	0.34	0.35	0.47	0.48	0.64	0.65
10/18/16	0.26	0.26	0.34	0.35	0.47	0.48	0.64	0.65
10/19/16	0.24	0.24	0.34	0.35	0.47	0.48	0.63	0.64
10/20/16	0.24	0.24	0.34	0.35	0.47	0.48	0.64	0.65
10/21/16	0.24	0.24	0.33	0.33	0.46	0.47	0.64	0.65
10/24/16	0.21	0.21	0.33	0.33	0.46	0.47	0.64	0.65
10/25/16	0.22	0.22	0.34	0.35	0.48	0.49	0.64	0.65
10/26/16	0.25	0.25	0.33	0.33	0.48	0.49	0.65	0.66
10/27/16	0.18	0.18	0.29	0.29	0.48	0.49	0.66	0.67

Daily Treasury Bill Rates. These rates are the daily secondary market quotation on the most recently auctioned Treasury Bills for each maturity tranche (4-week, 13-week, 26-week, and 52-week) that Treasury currently issues new Bills. Market quotations are obtained at approximately 3:30 PM each business day by the Federal Reserve Bank of New York. The Bank Discount rate is the rate at which a Bill is quoted in the secondary market and is based on the par value, amount of the discount and a 360-day year. The Coupon Equivalent, also called the Bond Equivalent, or the Investment Yield, is the bill's yield based on the purchase price, discount, and a 365- or 366-day year. The Coupon Equivalent can be used to compare the yield on a discount bill to the yield on a nominal coupon bond that pays semiannual interest.

For more information regarding these statistics contact the Office of Debt Management by email at [debt.management@do.treas.gov](mailto:debt.management@do.treas.gov)

For other Public Debt information contact (202) 504-3550.

# Texas Economic Indicators

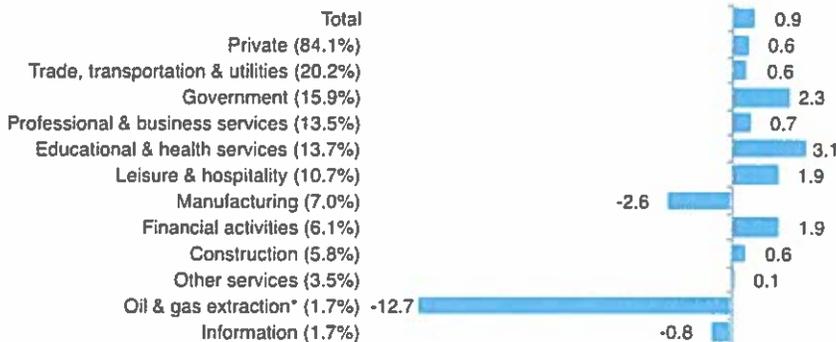
DALLAS FED

FEDERAL RESERVE BANK OF DALLAS • OCTOBER 24, 2016

## Summary

The Texas economy expanded in September. Employment grew, and the Texas Business Outlook Surveys suggested expansion across sectors. While energy prices and the rig count continued to rise, employment in the energy sector contracted further. Housing starts declined in August, but home sales and prices rose, and Texas exports increased.

### Employment



\*Includes support activities for mining.

NOTES: Data show seasonally adjusted and annualized percentage employment growth by industry supersector for December 2015–September 2016. Numbers in parentheses represent share of total employment and may not sum to 100 due to rounding.

SOURCES: Bureau of Labor Statistics; Texas Workforce Commission. adjustments by the Dallas Fed.

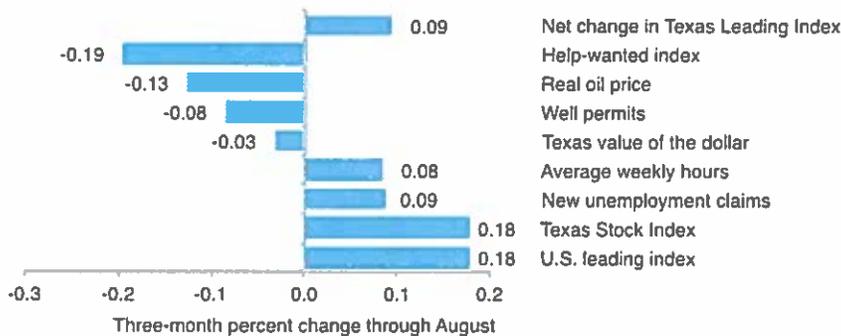
▶ Texas employment grew at a 2.1 percent annualized pace in September, faster than the nation's 1.3 percent increase. September marked the third straight month that gains in Texas outpaced gains in the U.S.

▶ Texas recorded annualized third-quarter job growth of 2.6 percent, exceeding second-quarter growth of 1.4 percent. Year-to-date payrolls in Texas have grown at a 0.9 percent annual rate.

▶ Texas unemployment ticked up to 4.8 percent, while U.S. unemployment rose to 5.0 percent in September.

▶ The [Texas Employment Forecast](#) for 2016 job growth (December over December) was unchanged at 1.2 percent.

### Texas Leading Index with Components



NOTE: Data are seasonally adjusted.

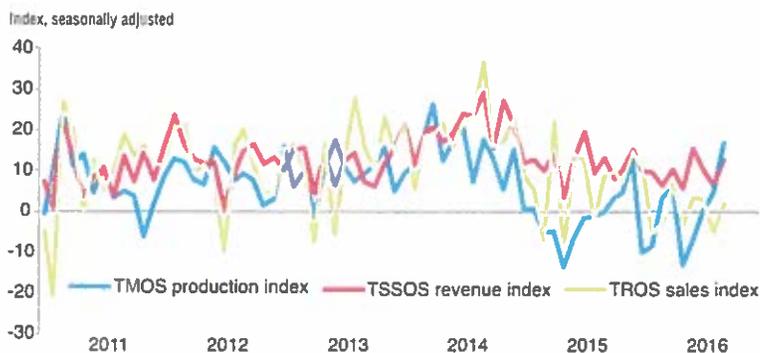
SOURCE: Dallas Fed.

▶ The Texas Leading Index, a composite of eight indicators that tend to change direction before the overall economy does, sheds light on the future of the state's economy. In August, its three-month net change was 0.09 percent.

▶ A decline in the help-wanted index, real oil prices and well permits depressed the index over the three-month period.

▶ Gains in average weekly hours worked, the Texas Stock Index and the U.S. leading index, along with a drop in new unemployment insurance claims (shown as a positive value), boosted the index during the period.

### Texas Business Outlook Survey Indexes



▶ The headline indexes of all three of the Dallas Fed's Texas Business Outlook Surveys point to expansion in September.

▶ The Texas Manufacturing Outlook Survey production index reached 16.7 from 4.5 in August, indicating accelerating growth in factory output during the month.

▶ The Texas Service Sector Outlook Survey revenue index rose to 13.0 from 6.5 in August.

▶ The Texas Retail Outlook Survey sales index, which tends to be more volatile, rose from -5.3 to 2.0, suggesting retail spending grew after contracting in August.

NOTE: TMOS = Texas Manufacturing Outlook Survey; TSSOS = Texas Service Sector Outlook Survey; TROS = Texas Retail Outlook Survey.

SOURCE: Dallas Fed.

## Crude Oil Prices



SOURCE: Wall Street Journal.

▶ The price of West Texas Intermediate crude oil rose 1.0 percent from August to September, reaching \$45.22.

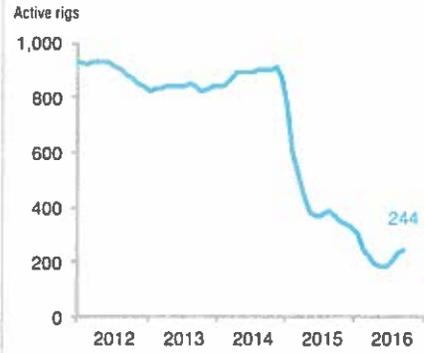
## Natural Gas Prices



SOURCE: Wall Street Journal.

▶ The price of natural gas increased 6.5 percent in September to \$2.97 and is 12.1 percent above year-ago levels.

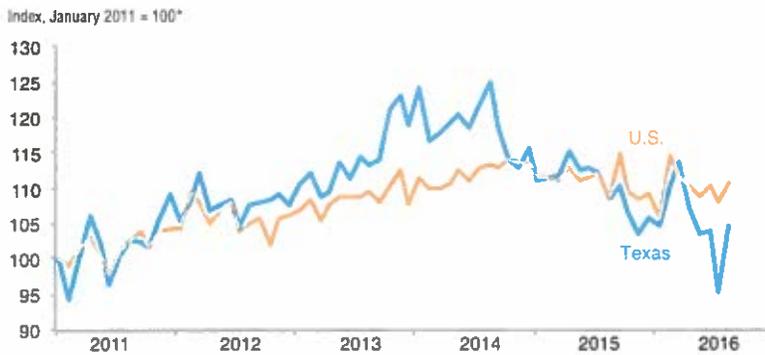
## Texas Rig Count



SOURCE: Baker Hughes.

▶ Thirteen active rigs were added in September, the fourth straight month of increase. Still, the Texas rig count is 123 rigs below September 2015 levels.

## Exports

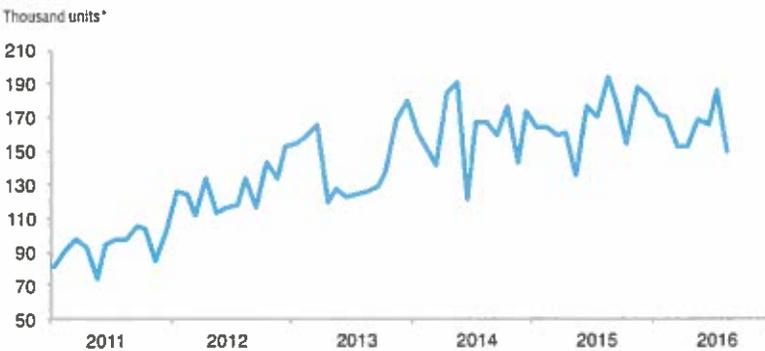


\*Seasonally adjusted.

SOURCES: Census Bureau; WISERTrade; adjustments by the Dallas Fed.

- ▶ Texas exports expanded 9.6 percent in August, while U.S. exports increased 2.5 percent.
- ▶ Through August, Texas exports are up 7.8 percent compared with the same period last year.
- ▶ The state's exports continue to be suppressed by low oil prices, weak global demand and a generally strong dollar.

## Housing Starts



\*Seasonally adjusted, annualized rate.

SOURCE: Bank of Tokyo-Mitsubishi UFJ.

- ▶ Housing starts in Texas declined 19.9 percent in August. They have fallen 22.7 percent compared with August 2015 levels.
- ▶ Existing-home sales increased 0.5 percent in August, and the median sales price was up 1.1 percent.

NOTE: Data may not match previously published numbers due to revisions.

Questions can be addressed to Stephanie Gullo at [stephanie.gullo@dal.frb.org](mailto:stephanie.gullo@dal.frb.org).



Research Publications
Regional Economic Update

Regional Economy Improves Further, but Risks to Outlook Remain

September 23, 2016 · Update In PDF

The Texas economy has been in expansion after contracting in first quarter 2016, suggesting the worst of the energy bust may be over. Employment is up, and the Dallas Fed's most recent forecast suggests job growth in the second half of the year will be much stronger than in the first.

Texas Employment Growth Picks Up

State employment growth has averaged 2.0 percent since contracting 1.3 percent in the first quarter. This recent acceleration is evident when looking at the three-month moving average (Chart 1). On a monthly basis, Texas employment grew an annualized 3.2 percent in July and 2.6 percent in August, surpassing the nation's 2.3 and 1.3 percent increases, respectively.

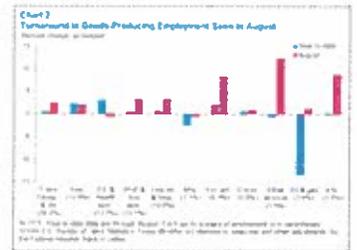


Houston's growth trails the state's, contracting an annualized 1.0 percent through August. In Dallas—where U.S. economic growth is a tailwind—year-to-date growth is the fastest among the large metros at an annualized 1.8 percent.

Despite robust August job growth, the state's unemployment rate ticked up to 4.7 percent from 4.6 percent in July. The increase came as more people joined the labor force to look for work.

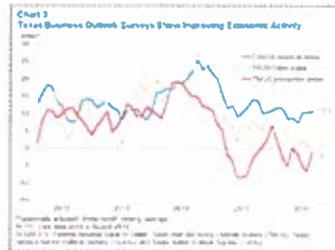
August Employment Gains Broad-Based Across Industries

Job growth was broad-based in August. Most notably, the oil and gas sector saw an annualized 1.2 percent increase—the first month of net job gains in that sector since December 2014 (Chart 2). Construction added jobs on net for the second consecutive month, but manufacturing employment continued to decline.



Surveys Indicate Improved Economic Activity

The Texas Manufacturing Outlook Survey (TMOS) production index increased to 4.5 in August, bringing the three-month moving average up to -0.7 (Chart 3). This increase coincided with a rebound in the TMOS growth rate of orders index, which turned positive in August for the first time since November 2014.



The Texas Service Sector Outlook Survey (TSSOS) continued to reflect expansion. The three-month moving average of the revenue index measured 10.8 in August—the month's value was 6.5—indicating continued expansion in state service sector activity but at a slower pace than in July.

Much of the TSSOS softening is explained by declines in retail sales. The Texas Retail Outlook Survey sales index fell to -5.3 percent in August, bringing the three-month moving average down to 0.3.

Loan Performance Improving

Although retail sales appear to have weakened in August, Texas consumers are in relatively good shape overall. Loan delinquency rates decreased in the second quarter for all major loan categories except auto loans (Chart 4). Auto loans account for 16 percent of total lending in Texas—the second-largest category behind mortgages.



Energy Sector Shows Signs of Stabilization, but Exports Fall

The Texas rig count continued increasing and reached 244 rigs for the week ending Sept. 16, up from its May low of 173. Oil prices have been relatively stable and stood at \$44.34 per barrel for the week ending Sept. 16.

Despite improvements in labor markets and the energy sector, state exports continue to fall even as U.S. exports remain fairly stable (Chart 5). The real value of Texas exports is down 24 percent from its 2014 peak and 6 percent this year through July from the same period last year.



Construction Spending Continues to Contract

Construction activity overall has been trending down from its peak in early 2015 (Chart 6). The five-month moving average of total construction contract values decreased 8.4 percent from January to July. Nonresidential building saw the sharpest

contraction at 19.8 percent, and residential construction spending fell 6.5 percent. In contrast, nonbuilding construction is up 8.2 percent despite declining steeply during July.

#### Outlook Brightens but Remains Modest

The Dallas Fed's [Texas Employment Forecast](#) suggests 1.2 percent growth in 2016, implying job gains in the second half of the year will be around 2.3 percent. While this would represent a significant turnaround in growth, this positive assessment is tempered by risks of sharply lower oil prices, a stronger dollar and decelerating global or U.S. growth.

—Stephanie Gullo, Amy Jordan and Pia Orenius

#### About the authors

Gullo is a research assistant, Jordan is an assistant economist and Orenius is a vice president and senior economist in the Research Department at the Federal Reserve Bank of Dallas.



# Regional

## Regional Growth Decelerates in Oil-Dependent Areas

March 18, 2016

The regional economy continues to expand, but recent data suggest that growth likely decelerated in February relative to January. While the Dallas Fed's Beige Book indicates flat economic activity from year-end 2015 to mid-February, the Texas Business Outlook Surveys' headline indexes point to growth in services but continued contraction in manufacturing.

Employment indexes in the Texas Manufacturing Outlook Survey (TMOS) and Texas Service Sector Outlook Survey (TSSOS) declined in February, suggesting steeper decline in manufacturing employment and weaker job growth in services. Revised data show that the unemployment rate increased far less in late 2015 than numbers prior to revision indicated. The labor market remains tight overall, but slack has risen in oil-dependent regions of Texas. Activity in housing and real estate remained brisk in January, with Houston as a notable exception. The Texas employment growth forecast for 2016 has weakened, and low oil prices and a strong dollar remain downside risks.

### Employment Growth Picks Up in January

Job growth strengthened in January, increasing at an annualized rate of 2.4 percent after expanding 1.3 percent in December. January job growth was stronger than the U.S. rate and significantly better than the 2015 Texas growth rate of 1.5 percent. After posting the largest declines among sectors in 2015, manufacturing and energy employment turned in gains in January, increasing 3.4 percent and 0.5 percent, respectively. Although the construction sector added jobs at a brisk 3.1 percent rate in 2015, it lost jobs in January. This is consistent with other indicators of construction activity—for example, housing starts and construction contract values—that declined in January.

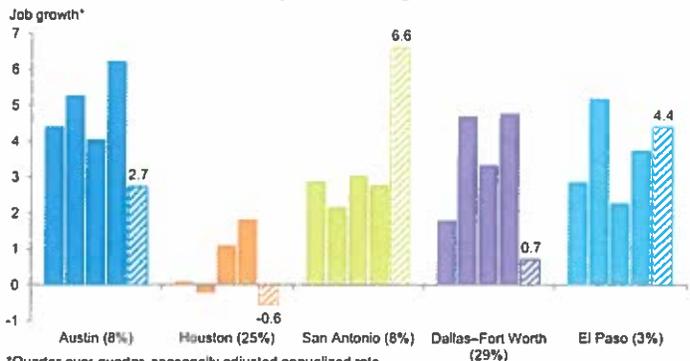
Houston's job growth recovered in the second half of 2015 even as oil prices dropped sharply, but growth turned negative in January (Chart 1). Quarterly growth rates suggest that non-oil-dependent metro areas such as Austin, Dallas-Fort Worth and El Paso fared well in 2015.

### Revision Shows Modest Unemployment Increase from August Low

The unemployment rate ticked down to 4.5 percent in January from a revised 4.6 percent in December (Chart 2). The revised data show the jobless rate rose 0.2 percentage points in December from a postrecession low of 4.4 percent in August 2015. Data prior to the revision showed that unemployment had climbed to 4.7 in December from a low of 4.1 in August (0.6 percentage points), suggesting a significant increase in Texas' labor market slack.

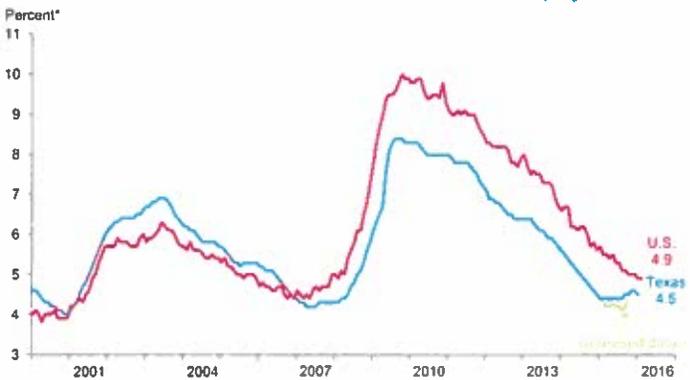
Examining changes in unemployment rates across counties shows that the top oil-producing counties in Texas experienced significantly larger increases in unemployment relative to non-oil-producing counties, which saw their rates decline (Chart 3).

**Chart 1**  
Houston Sheds Jobs in January After Posting Gains in Second Half of 2015



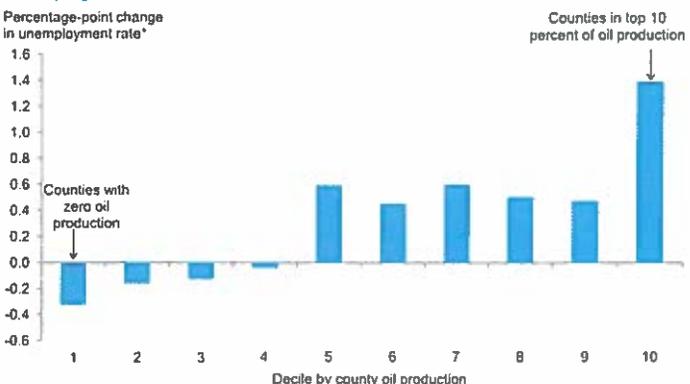
\*Quarter-over-quarter, seasonally adjusted annualized rate.  
 NOTES: Quarters begin with first quarter 2015. Striped bars indicate partial-quarter job growth (January 2016 over December 2015). Numbers in parentheses represent the metro's share of total Texas employment.  
 SOURCES: Bureau of Labor Statistics; Texas Workforce Commission; seasonal adjustments by the Federal Reserve Bank of Dallas.

**Chart 2**  
Revised Data Show Modest Increase in Fourth-Quarter Unemployment Rate



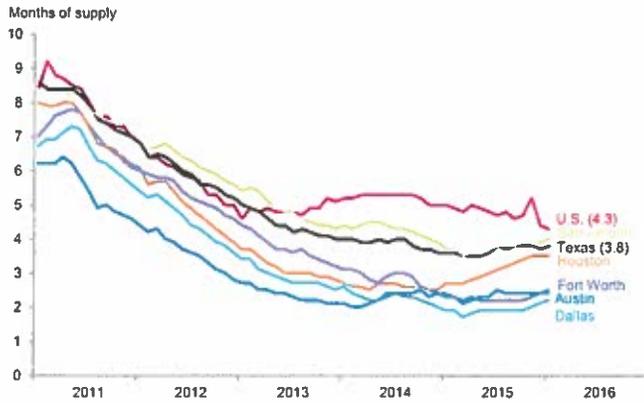
\*Seasonally adjusted.  
 NOTE: Data through January 2016 for Texas and February 2016 for U.S.  
 SOURCES: Bureau of Labor Statistics; Texas Workforce Commission; seasonal adjustments by the Federal Reserve Bank of Dallas.

**Chart 3**  
Unemployment Rises More in Oil-Intensive Counties in Texas



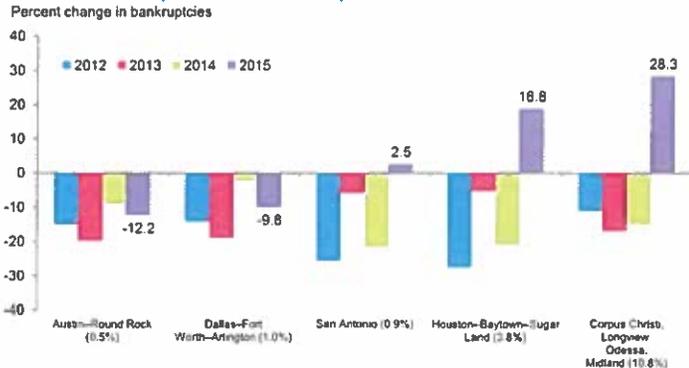
\*From 2014 to 2015.  
 SOURCES: Texas Railroad Commission; Bureau of Labor Statistics' Local Area Unemployment Statistics.

**Chart 4**  
Home Inventories Creep Up in Houston



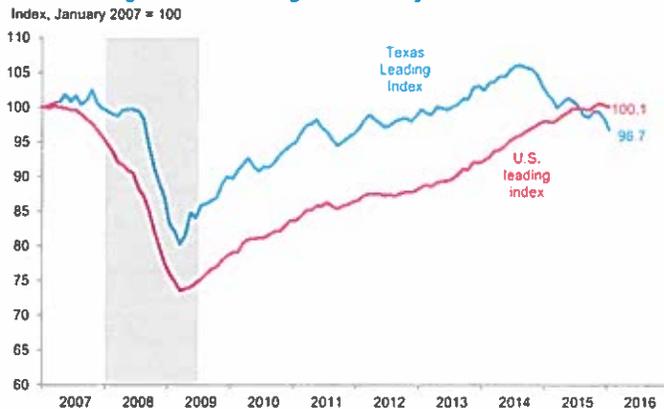
NOTE: Data through January 2016  
SOURCE: Multiple Listing Service.

**Chart 5**  
Business Bankruptcies Rise in Oil-Dependent Metro Areas



NOTES: Numbers in parentheses represent mining's share of employment in 2014. Corpus Christi, Longview, Odessa and Midland make up the top 20 percent of metros regarding shares of mining employment among the 24 metros in Texas. Other major metros are shown.  
SOURCES: Administrative Office of the U.S. Courts, Texas Workforce Commission.

**Chart 6**  
Texas Leading Index Declines Again in January



NOTE: Data through January 2016. Shaded bar indicates U.S. recession.  
SOURCES: Conference Board, Federal Reserve Bank of Dallas.

**Manufacturing Turns Downward, but Service Sector Grows**

The TMOS production index for February came in at -8.5, indicating a second consecutive month of decline in manufacturing activity. A sharp decline in the TMOS employment index suggests that manufacturing job losses accelerated from January to February. The TSSOS revenue index held steady at 9.7 in February, pointing to continued growth in the service sector.

**Houston's Housing Market Shows Easing**

Existing-home sales were largely flat in January after spiking in December. With construction activity still below prerecession levels, home supplies remain tight in most metros. Houston's inventory levels have steadily increased from a low of 2.5 months in December 2014 to 3.5 months in January 2016, indicating that energy sector weakness may be spilling over into the metro's housing market (Chart 4).

**Retail Sales Weaken and Price Pressures Subside**

Consistent with the Federal Reserve's Beige Book reports, the Texas Retail Outlook Survey (TROS) sales index declined from 10.6 in January to -5.1 in February, indicating contraction in retail sales. It was the first time since August 2015 that the index had turned negative. The TMOS finished-price index declined for the 14th straight month in February. The TSSOS selling-price index remained flat, but the TROS price index declined for a second consecutive month, coming in at -7.2. The Texas Business Outlook Surveys' wage indexes show that while wage growth remains strong in the service and retail sectors, weakness in manufacturing has led to significantly slower wage growth in 2015 relative to 2014.

**Energy-Dependent Areas See Business Bankruptcies Increase**

Activity in the energy sector remains weak. The Texas rig count dropped further from 281 at the end of January to 227 in the first week of March. Business bankruptcies accelerated in energy-intensive areas in Texas, even as they declined in less-energy-dependent metros such as Austin and Dallas-Fort Worth (Chart 5). Although it's unclear how many of the business bankruptcies were from the oil and gas sector, the tight link between energy dependence and the growth rate in bankruptcies points to increased financial stress from the energy sector contraction.

Weakness in exports persists due to a strong dollar and low oil prices. Texas' monthly real exports ticked down 1.4 percent in January. On a year-over-year basis in January, Texas exports were down 5.9 percent relative to a 5.3 percent decline in the U.S.

**Outlook Suggests Sluggish Growth**

Downward movement in the three-month moving average of the Texas Business Outlook Surveys' general business activity and company outlook indexes suggests that pessimism has deepened among respondents, especially since late 2015.

The Texas Leading Index declined in January for a third consecutive month. The three-month change from November 2015 to January 2016 was also negative, indicating slower growth going forward (Chart 6). The job growth forecast for 2016 has dipped from 1.1 percent to 0.9 percent, suggesting that the Texas economy will continue to expand but at a slower pace than in 2015.

—Emily Gutierrez and Anil Kumar

**About the Authors**

Gutierrez is a research analyst and Kumar is a senior research economist and advisor in the Research Department of the Federal Reserve Bank of Dallas.

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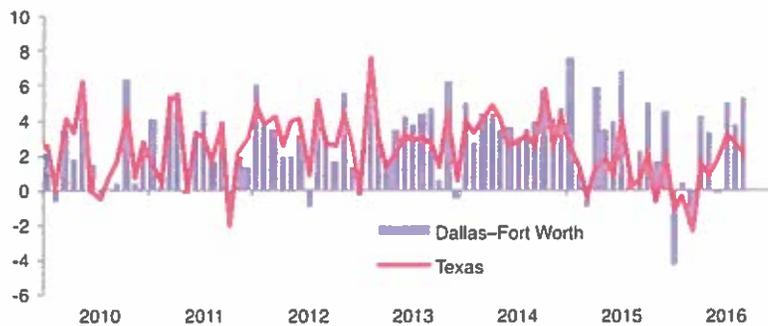
## Summary

Dallas-Fort Worth economic growth was solid in September. Employment expanded during the month and continued to outperform the state as a whole, and unemployment remained below state and national rates. The DFW multifamily housing market strengthened in the third quarter, and apartment construction stayed elevated. Home sales grew in September despite low inventories. The Dallas Fed business-cycle indexes point toward continued growth for the metroplex.

## Employment

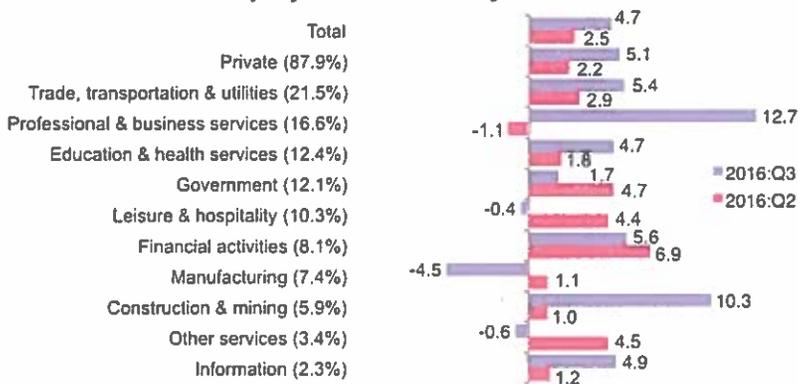
### Employment Growth

Month/month percent change, annualized



SOURCES: Bureau of Labor Statistics; Texas Workforce Commission; seasonal and other adjustments by the Dallas Fed.

### Employment Growth by Sector

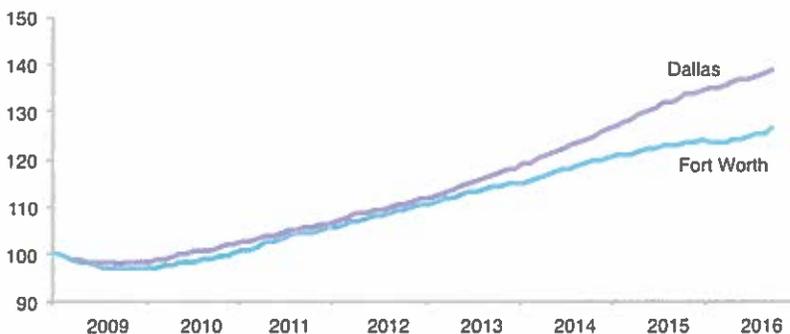


NOTES: Data show seasonally adjusted and annualized percentage employment growth by industry supersector. Numbers in parentheses represent shares of total Dallas-Fort Worth nonfarm employment and may not sum to 100 due to rounding.

SOURCES: Bureau of Labor Statistics; Texas Workforce Commission; seasonal and other adjustments by the Dallas Fed.

## Business-Cycle Indexes

Index, January 2009 = 100\*



\*Monthly, seasonally adjusted.

SOURCE: Dallas Fed.

► DFW employment expanded at a rapid 5.3 percent annualized in September. September job growth was strong both in Dallas and Fort Worth at annualized rates of 4.6 and 7.1 percent, respectively. DFW outperformed Texas and the U.S. for the third straight month.

► The pace of DFW job growth nearly doubled in the third quarter compared with the second and was more than two percentage points faster than Texas and three percentage points faster than the U.S. Third-quarter employment gains were generally broad based and particularly strong in the professional and business services, and construction and mining sectors, which together accounted for 23,000 jobs. Manufacturing payrolls contracted sharply at 4.5 percent, and employment dipped slightly in the leisure and hospitality and other services sectors as well.

► Third-quarter job growth was the fastest in Dallas at an annualized 4.9 percent among the major Texas metros, followed by Fort Worth at 4.2 percent. Continued growth in the U.S. economy has been a tailwind for Dallas as its industry mix more closely mirrors that of the nation.

► In September, the unemployment rate edged up to 4.7 percent in Dallas and 4.8 percent in Texas but dipped to 3.4 percent in Fort Worth. All three figures remain lower than the U.S. rate, which ticked up to 5.0 percent. The unemployment rate in Fort Worth remains near multiyear lows but has increased in Dallas to its highest level in two years.

► Overall economic growth stayed strong in Dallas and improved in Fort Worth, according to the Dallas Fed's metro business-cycle indexes. The Dallas index rose an annualized 5.7 percent in September, similar to last month's pace. The Fort Worth index climbed 7.9 percent in September after posting a 2.7 percent increase in August. Year over year, the Dallas index was up 4.6 percent annualized, while the Fort Worth index was 2.6 percent higher as a result of continued healthy job creation.

## Multifamily Housing

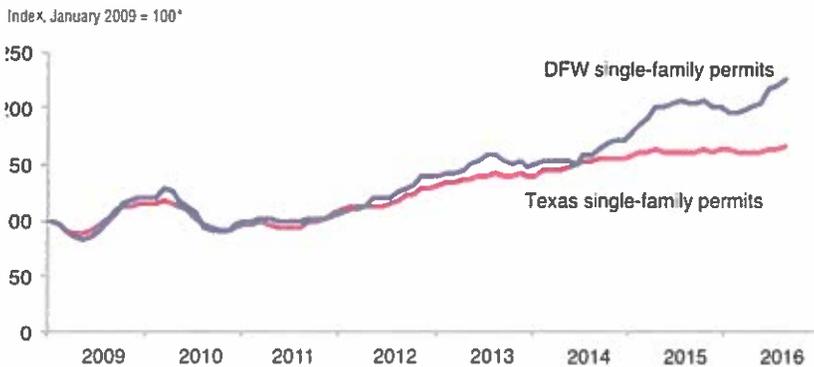
Absorption in 2016:Q3	9,324 units
Ongoing construction as of 2016:Q3	50,532 units
Annual rent growth in 2016:Q3	6.10%
Occupancy as of 2016:Q3	96.00%
Rent	\$1.048

SOURCE: MPF Research.

► The DFW multifamily market strengthened in the third quarter thanks to its expanding economy. Strong demand pushed up occupancy to a new high of 96.0 percent—considered essentially full occupancy, according to data from MPF Research. DFW absorption was strong at 9,300 units and was driven by demand in Dallas, which rose to its highest level since 2000. Absorption in Fort Worth was at a two-year high as well. Year-over-year rent growth in the third quarter was robust at 6.1 percent. Multifamily construction remains elevated with over 50,000 units under construction in the metroplex.

## Single-Family Housing

### Residential Construction

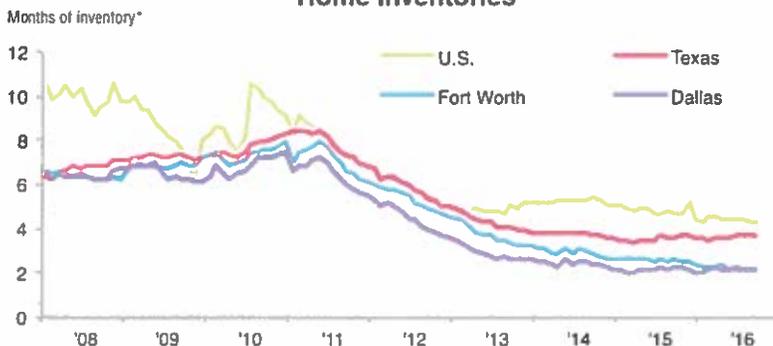


\*Five-month moving average, seasonally adjusted.  
SOURCE: Census Bureau.

► Single-family homebuilding continues to increase, buoyed by strong housing demand. Through August, DFW single-family permits are up 6.6 percent over the same period last year. This compares with a 1.5 percent increase for Texas. However, homebuilding activity (measured by permits issued) remains below its prerecession peak and below levels seen in 2001—in part due to persistent labor shortages and higher input costs.

► Home inventories remain tight. In September, supplies were 2.2 months in Dallas and in Fort Worth and 3.7 months in Texas, according to the Multiple Listing Service. These figures are below the U.S. level of 4.3 months and well below the six-month threshold that usually signals a balanced housing market. Inventories of homes priced \$200,000 and under are even tighter at around one month for DFW.

### Home Inventories



\*Seasonally adjusted.  
SOURCES: Multiple Listing Service; seasonal adjustments by the Dallas Fed.

► Existing-home sales grew by more than 4 percent in Dallas and Fort Worth in September and were up from year-ago levels in both metros. Dallas Fed business contacts tell us that home sales are slowing at the higher price points but remain solid at the lower end.

NOTE: Data may not match previously published numbers due to revisions.

Questions can be addressed to Laila Assanie at [laila.assanie@dal.frb.org](mailto:laila.assanie@dal.frb.org).

## **Comments of Chapter 14 Zoning Snyder Code of Ordinances Comparison to Boerne Zoning**

A thumbnail sketch comparison of each regulation reveals the following facts. Number of Sections in Boerne regulation, 112, in Snyder, 22. Number of separate Zoning Classification Districts in Boerne, 26, in Snyder, 7.

The Boerne ordinance includes restrictions and rules regulating Outdoor Lighting, Yard Slope Requirements, Neighborhood Design Standards, Commercial Center Design Standards, Tree Preservation Requirements, and Historic Landmark/Historic District Preservation. These are all additional hurdles a developer is confronted with in Boerne that are not even considered in the Snyder Ordinance.

## THE TEXAS CONSTITUTION

### ARTICLE 3. LEGISLATIVE DEPARTMENT

Sec. 52. COUNTIES, CITIES OR OTHER POLITICAL CORPORATIONS OR SUBDIVISIONS; LENDING CREDIT; GRANTS; BONDS. (a) Except as otherwise provided by this section, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. However, this section does not prohibit the use of public funds or credit for the payment of premiums on nonassessable property and casualty, life, health, or accident insurance policies and annuity contracts issued by a mutual insurance company authorized to do business in this State.

(b) Under Legislative provision, any county, political subdivision of a county, number of adjoining counties, political subdivision of the State, or defined district now or hereafter to be described and defined within the State of Texas, and which may or may not include, towns, villages or municipal corporations, upon a vote of two-thirds majority of the voting qualified voters of such district or territory to be affected thereby, may issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of such district or territory, except that the total bonded indebtedness of any city or town shall never exceed the limits imposed by other provisions of this Constitution, and levy and collect taxes to pay the interest thereon and provide a sinking fund for the redemption thereof, as the Legislature may authorize, and in such manner as it may authorize the same, for the following purposes to wit:

(1) The improvement of rivers, creeks, and streams to prevent overflows, and to permit of navigation thereof, or irrigation thereof, or in aid of such purposes.

(2) The construction and maintenance of pools, lakes, reservoirs, dams, canals and waterways for the purposes of irrigation, drainage or navigation, or in aid thereof.

(3) The construction, maintenance and operation of macadamized, graveled or paved roads and turnpikes, or in aid thereof.

(c) Notwithstanding the provisions of Subsection (b) of this Section, bonds may be issued by any county in an amount not to exceed one-fourth of the assessed valuation of the real property in the county, for the construction, maintenance, and operation of macadamized, graveled, or paved roads and turnpikes, or in aid thereof, upon a vote of a majority of the voting qualified voters of the county, and without the necessity of further or amendatory legislation. The county may levy and collect taxes to pay the interest on the bonds as it becomes due and to provide a sinking fund for redemption of the bonds.

(d) Any defined district created under this section that is authorized to issue bonds or otherwise lend its credit for the purposes stated in Subdivisions (1) and (2) of Subsection (b) of this section may engage in fire-fighting activities and may issue bonds or otherwise lend its credit for fire-fighting purposes as provided by law and this constitution.

(e) A county, city, town, or other political corporation or subdivision of the state may invest its funds as authorized by law.

(Amended Nov. 8, 1904; Subsecs. (a) and (b) amended and (c) added Nov. 3, 1970; Subsec. (d) added Nov. 7, 1978; Subsec. (a) amended Nov. 4, 1986; Subsec. (e) added Nov. 7, 1989; Subsecs. (a), (b), and (c) amended Nov. 2, 1999.) (TEMPORARY TRANSITION PROVISIONS for Sec. 52: See Appendix, Note 1.)





Clerk/Utility Dept.

10/21/2016

Applicant ID #	Date of Application	Status	Date Qualified	Date Super. Notified	Date of Interview	Date of Selection	Date of Physical	Date of Drug Test	Date of Hire
9053	10/25/2016	disqualified							
4823	10/24/2016	disqualified							
5959	10/24/2016	disqualified							
143	10/24/2016	disqualified							
9105	10/25/2016	disqualified							
8879	10/25/2016	disqualified							
2467	10/25/2016	disqualified							
3907	10/26/2016	disqualified							
2562	10/27/2016	disqualified							
5852	10/28/2016	pending							
8071	10/24/2016	pending							
7491	10/25/2016	pending							
8264	10/25/2016	pending							
8067	10/25/2016	pending							
9959	10/25/2016	pending							
3155	10/24/2016	disqualified							
9383	10/26/2016	pending							
7252	10/21/2016	pending							
7296	10/25/2016	pending							
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4780	10/25/2016	pending							
2806	10/26/2016	disqualified							
9320	10/25/2016	pending							
3339	10/31/2016	disqualified							
2958	10/25/2016	disqualified							
4142	10/25/2016	disqualified							
7504	10/26/2016	pending							
7858	10/26/2016	pending							
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9364	10/29/2016	pending							
8219	11/01/2016	pending							
8660	11/02/2016	pending							
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