

# AGENDA

## NOTICE OF MEETING

Notice is hereby given that the governing body of the City of Canyon will meet at 5:30 p.m. on the 18th day of April 2016, in the Commission Chambers of City Hall at 301 16th Street in the City of Canyon to discuss the following agenda items:

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Approval of the Minutes of the Meeting of April 4, 2016.
5. Public Comment – Comments from Interested Citizens.
6. First Reading of Resolution No. 06-2016, Considering Direct Financial Assistance for a Project Located at 1206 23rd Street, Canyon, Texas, West Texas Western Store.
7. Consider and Take Appropriate Action on Quarterly Finance Report by Finance Director Chris Sharp.
8. Consider and Take Appropriate Action on Quarterly Investment Report by Finance Director Chris Sharp.
9. Consider and Take Appropriate Action on an Interlocal Governmental Agreement with WTAMU Regarding Sealcoating Services – 2016.
10. Consider and Take Appropriate Action on Approval of Recommendation from the Parks, Recreation and Open Space Committee on Design, Purchase and Construction of the Amphitheater to be Located Adjacent to the Downtown Parking Lot on 6th Ave.
11. Executive Session Pursuant to Texas Government Code §551.071 Consultation with Attorney and §551.072 Real Property.
12. Consider and Take Appropriate Action on Items Discussed in Executive Session.
13. Adjournment.

  
\_\_\_\_\_  
Randy Criswell, City Manager

I certify that the above Notice of Meeting was posted on the bulletin board of the Civic Complex of the City of Canyon, Texas on the 15th day of April 2016.

  
\_\_\_\_\_  
Gretchen Mercer, City Clerk

## CITY MANAGER EXECUTIVE SUMMARY OF AGENDA

To: Mayor and City Commission  
From: Randy Criswell, City Manager  
Date: April 18, 2016  
Re: Executive Summary of Agenda for City Commission Meeting, April 18, 2016

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This Agenda Packet is the beginning of something new I'm going to do. I'm going to provide you with an Executive Summary of the Agenda, hopefully to help you with getting through the packet.

### Item Number 6

First Reading of Resolution No. 06-2016, Adopting a Funding Agreement for West Texas Western Store. This item will be presented by Evelyn Ecker. As has been discussed, the EDC is providing funding to West Texas Western Store in the amount not to exceed \$40,000 for building improvements. **This is not an action item.**

### Item Number 7

Quarterly Finance Report. This item will be presented by Chris Sharp, Finance Director. The Report also includes a Financial Statement, which has been something we've desired to create for you in the past, but didn't have the resources to do so. **I concur with Chris's recommendation that the Quarterly Finance Report be approved.**

### Item Number 8

Quarterly Investment Report. This item will be presented by Chris Sharp, Finance Director. **I concur with Chris's recommendation that the Quarterly Investment Report be approved.**

### Item Number 9

Interlocal Agreement with WTAMU for Sealcoating. This item will be presented by Dan Reese, Public Works Director. This is an arrangement that we've had with WT for years, where they "piggyback" on our Sealcoat contract to have our contractor do the work on the WT campus. This costs the City nothing. WT pays all costs associated with their sealcoating, including engineering, so there's no reason why we wouldn't do this. **I concur with Dan's recommendation that the Interlocal Governmental Agreement with WTAMU be approved as presented.**

### Item Number 10

Purchase of Polygon Structure for downtown park improvements.

This item will be presented by Brian Noel. As you've probably seen, we are moving along with the construction of the downtown park. Our funds have come from the generous \$100,000 donation from Amarillo National Bank. One of the components of the downtown park is a pavilion type structure from the same company that did the other new pavilions at Conner Park and Brown Road Soccer Complex. Brian has been working with this company, who is selling the product through BuyBoard, which is a cooperative purchasing

## CITY MANAGER EXECUTIVE SUMMARY OF AGENDA

program through the Texas Association of School Boards. This means our bidding has already been done for us. So we've tried to maintain the same type of construction. Brian has already done the concrete work, and we're ready to buy and have the pavilion constructed. Since the price is greater than \$50,000, we wanted to get your approval. **I concur with the recommendation from Brian and the Parks Committee that the contract be awarded to InSite Amenities for purchase and construction of the amphitheater.**

The City Commission of the City of Canyon met in regular session at 5:30 p.m. in the City Commission Chambers of the Civic Complex. Mayor Alexander presided over the meeting with the following Commissioners in attendance Mayor Pro-Tem Gary Hinders, Joseph Shehan, Justin Richardson and David Logan.

Also present were the following City Staff: City Manager Randy Criswell, Assistant City Manager Chris Sharp, Assistant City Manager for Special Projects Jon Behrens, Director of Public Works Dan Reese, Director of Parks and Recreation Brian Noel, and City Attorney Chuck Hester.

Item 1. Call to Order.

Mayor Alexander called the meeting to order at 5:33 p.m.

Item 2. Invocation.

Commissioner Logan gave the invocation.

Item 3. Pledge of Allegiance.

The Pledge of Allegiance was led by Haley Braddock and Natalee Finke, students at Crestview Elementary.

Item 4. Approval of Minutes of the Meeting of March 21, 2016.

Commissioner Shehan moved, duly seconded by Commissioner Logan, to approve the minutes of March 21, 2016 as presented. Motion carried unanimously.

Item 5. Public Forum – Comments from Interested Citizens.

Mark Pinkerton, 1110 5th Ave, Canyon, Texas addressed the Commission. Mr. Pinkerton requested the City of Canyon look into developing a city ordinance addressing motor homes and trailers parked in front yards without current vehicle registration. He did not believe there was a need to address legally registered items of this nature.

Item 6. Hear Presentation from Neptune Technology Group and Consider and Take Appropriate Action on Approval of a Water Meter Replacement and Automated Meter Reading Project.

Director of Public Works Dan Reese gave a brief history of meter reading in Canyon and presented information for a proposed automated meter reading system. Mr. Reese said the City of Canyon has been considering upgrading the water meter system since 1991. A significant cost increase was noted and discussed over what was presented in recent budget work sessions. Mr. Reese introduced representatives from the city's current vendor, Neptune Technology Group, Charlie Trimble and Justin Krieg. Mr. Trimble gave an overview of the proposed upgrade, and Mr. Krieg provided a brief online demonstration of the system user interface and its capabilities.

There was a significant discussion about expandability, compatibility with other vendor products, and the impact on existing and future users. Commissioner Shehan asked if the project would be bid, City Manager Randy Criswell said all legal requirements of bidding would be applicable.

After discussion, Commissioner Logan moved, duly seconded by Commissioner Shehan to proceed with the design phase and come back with answers to questions posed by the Commission. Motion carried unanimously.

Item 7. Consider and Take Appropriate Action on Change Order No. 1 to the Contract for the Water System Improvements – Upper Pressure Plane Transmission Line and Pressure Plane Station No. 2, for Installation of Canyon East Well and Associated Improvements.

Director of Parks and Recreation Brian Noel presented Change Order No. 1 for a water well for the Canyon East Park for consideration. Mr. Noel said the well was bid out last fall with bids coming in at \$295,000. Mr. Noel said the bids were not presented to the commission due to the excessive cost. Mr. Noel said staff asked BRB, who is currently working on the large water main project, could provide services for the well with a Change Order. BRB gave a price of \$175,200. Mr. Noel said this included the Canyon East Development Team providing the well house. Mayor Pro-Tem Hinders stated he would like for staff to look at other options with lower costs.

After discussion, Mayor Alexander directed staff to bring this item back for further consideration in one month after further research on methods to lower the price.

Item 8. Executive Session Pursuant to Texas Government Code, §551.071 Consultation with Attorney; and §552.072 Real Property.

Mayor Alexander indicated the Commission would adjourn into executive session at 7:01 pm.

Mayor Pro-Tem Hinders took leave of the meeting at 7:05 pm.

Item 9. Consider and Take Appropriate Action on Items Discussed in Executive Session.

Upon returning from executive session at 7:38 pm, the following action was taken.

Commissioner Richardson moved, duly seconded by Commissioner Shehan to authorize the City Manager to agree to and execute the full and final compromised settlement agreement and release in the Scott Avent VS City of Canyon / Darren Johnson lawsuit as advised by counsel. Motion carried unanimously.

Commissioner Logan moved, duly seconded by Commissioner Richardson to authorize the City Manager to negotiate an appropriate lease adjustment to new tenant Darren Johnson as advised by counsel. Motion carried unanimously.

Item 10. Adjournment

There being no further business, Commissioner Logan moved this meeting be adjourned.

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Quinn Alexander, Mayor

ATTEST:

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Gretchen Mercer, City Secretary

## **REGARDING ITEM 6**

## AGENDA

To: Randy Criswell, City Manager

From: Evelyn Ecker, Executive Director  
Canyon Economic Development Corp.

Date: April 13, 2016

Re: First Reading of Resolution No. 06-2016 Considering Direct Financial Assistance for a Project Located at 1206 23<sup>rd</sup> Street, Canyon, Texas, West Texas Western Store.

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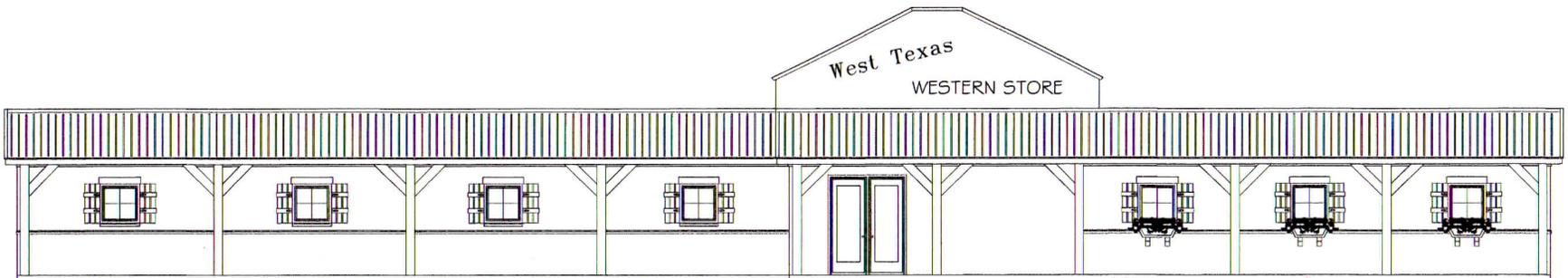
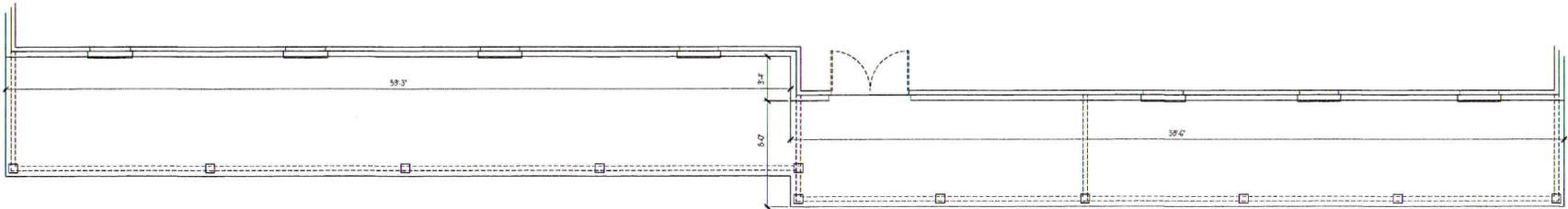
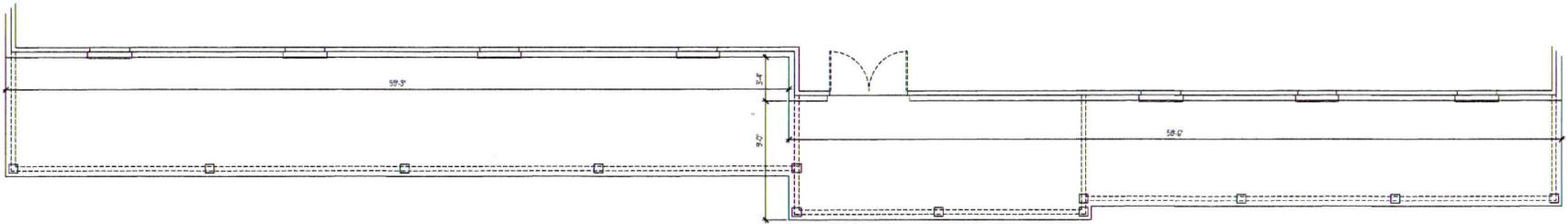
The Canyon Economic Development Corporation (CEDC) approved a funding request from West Texas Western Store, Inc. during the March 18<sup>th</sup>, 2016 board meeting. The request is for Direct Financial Assistance regarding improvements and renovations to the West Texas Western Store property located at 1206 23<sup>rd</sup> Street.

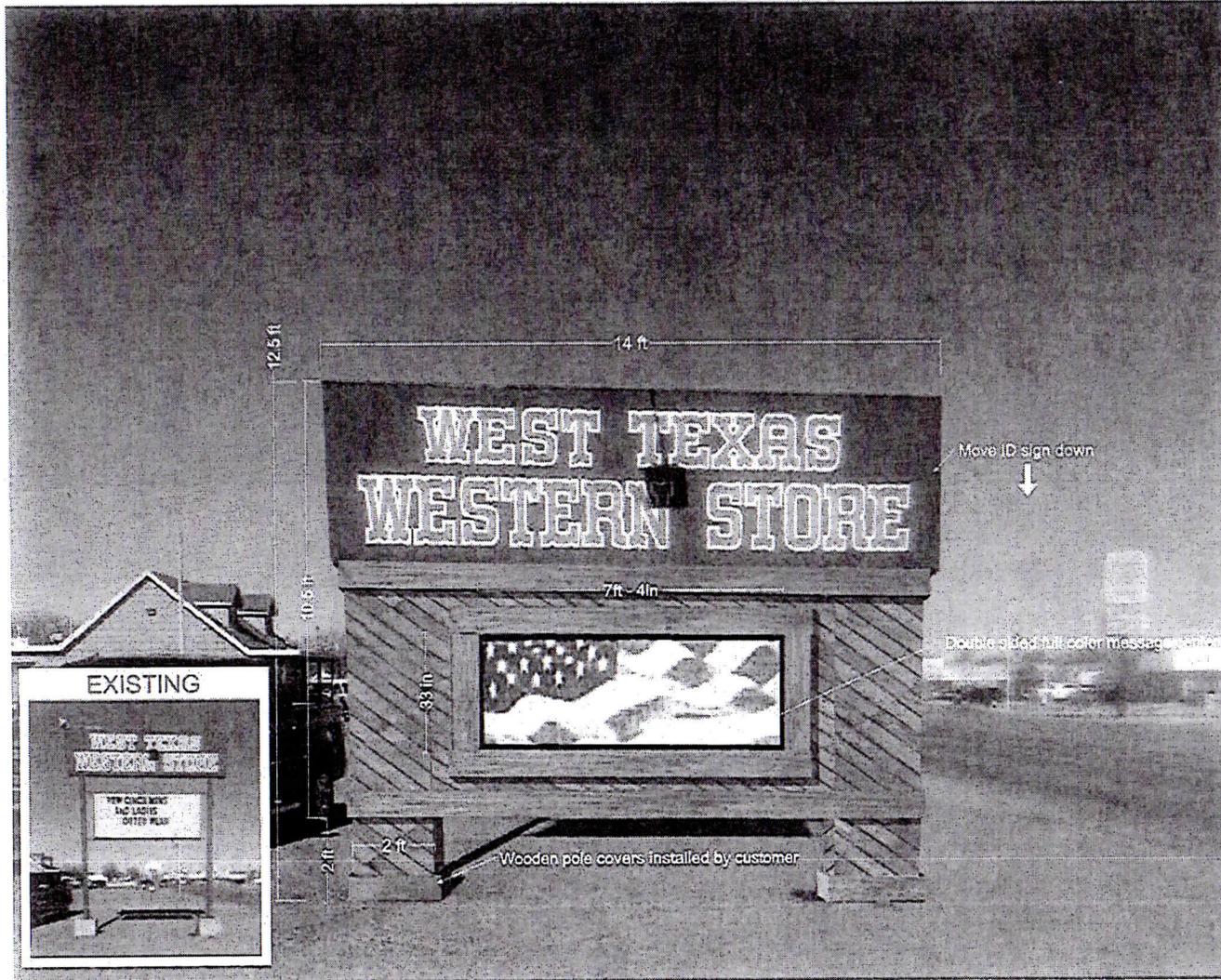
West Texas Western Store is a family owned and operated business that was started in 1973 in an 800 square foot location on the southeast corner of the Square. They have experienced many changes and much growth from 1973 to present. Their plan is to continue to be a part of the community and future of Canyon.

The project consists of an exterior facelift. The front would open six windows, add a covered porch on the south end, and add stone & rough cedar to the building face. The total front porch would feature cedar posts and lighting. All the present metal trim will be removed and replaced with new galvanized metal. A new gable will be featured on the north end of the building where a new WEST TEXAS WESTERN STORE sign will be installed. The entire building will be repainted. A new digitalized sign will replace the present billboard near the curb area on 23<sup>rd</sup> Street. I have enclosed a schematic drawing of the proposed improvements and the new signage. Stater Construction LLC., is the contractor and is a local business.

**This is the first reading of Resolution No. 06-2016. The second and final reading is scheduled for May 2<sup>nd</sup>.**

*City of Canyon*





**DESCRIPTION:**  
 Manufacture &  
 install (1) double  
 sided full color  
 message center.

**COLORS:**

**SIGN LOCATION**

**COMMENTS:**

RELEASE SIGNATURE: X

DATE: \_\_\_\_\_  APPROVED  APPROVED WITH CHANGES



TX Lic # 18071  
 NM Lic # 33363  
 819 NE 7TH AVE  
 AMARILLO, TX  
 79107  
 806-373-2175  
 1-800-852-5859  
 373-2329 FAX

PROJECT TITLE: WTWS Message Center  
 DRAWN BY: KD  
 DATE DRAWN: 2-3-16  
 VERSION: 3  
 SALES PERSON: GC  
 WO#: \_\_\_\_\_

This Drawing is protected as part  
 of a planned project and is not to  
 be exhibited, copied or reproduced  
 without the written permission of  
 Hoard Sign Company

CUSTOMER NAME: Randy  
 COMPANY: West Texas Western Store  
 STREET: \_\_\_\_\_  
 CITY: Amarillo  
 STATE: TX ZIP: \_\_\_\_\_  
 PHONE#: \_\_\_\_\_ FAX #: \_\_\_\_\_

**CANYON ECONOMIC DEVELOPMENT CORPORATION**  
**PROJECT FUNDING AGREEMENT**

**WEST TEXAS WESTERN STORE, INC.**

This agreement is made by and between the Canyon Economic Development Corporation (CEDC), a Texas non-profit corporation duly organized and existing pursuant to the TEXAS DEVELOPMENT CORPORATION ACT and West Texas Western Store, Inc., a Texas Corporation (hereinafter referred to as “Second Party.”)

1. The purpose of this agreement is to facilitate the proper use of funds held and administered by the CEDC, a tax supported non-profit corporation whose primary income is from sales tax collected within the City of Canyon and dedicated exclusively to economic development. The sales tax supporting CEDC is authorized as a local option under Chapter 504 and 505 TEX. LOC. GOV'T CODE, formerly TEX. REV. CIV. STAT. ART. 5190.6 §4B, the primary purpose of which is the developing, stabilizing, diversifying, and expanding the economy through the retention, recruitment, expansion, and employment opportunities of the citizens of Canyon and the surrounding area and to enhance the quality of life of the citizens of Canyon and the surrounding area.

2. The project and performance requirements to be implemented by means of this agreement are described as follows:

a. Second Party shall construct improvements to the property located at 1206 23<sup>rd</sup> Street, Canyon Texas. The exterior of the building will be completely renovated, including new signage on building as well as new signage with two faces LED message center constructed on a monument style signage aligned with 23<sup>rd</sup> Street.

b. The improvements contemplated by this agreement shall be constructed in accordance with written plans and specifications and approved by CEDC.

c. The estimated time of completion for the renovation is twelve (12).

d. Second Party will remain in business for a period of five (5) years from the date of funding.

e. Second Party will retain ownership of the property with improvements for five (5) years from the date of funding.

3. The CEDC will provide the following funding and financial incentives for the project:

a. An amount, not to exceed \$40,000.00 payable as follows: reimbursement will occur quarterly during the renovation phase. Reimbursement will be made when invoice for supplies and labor cost are presented.

b. All other terms and provisions of this agreement notwithstanding, the obligations of the parties hereto are expressly made contingent upon the following:

- i approval of the financial incentives by the CEDC Board;
- ii approval of the financial incentives by the Canyon City Commission; and,
- iii compliance with the requirements of the Texas Development Corporation Act.

4. The failure of Second Party to fully and timely comply with any performance requirement shall be an act of default by Second Party which shall entitle the CEDC to suspend further funding and, at its option, to terminate this agreement by written notice delivered pursuant to paragraph 9. In such event, all financial incentives provided by CEDC to Second Party shall be repaid to CEDC upon demand.

5. Second Party agrees to undertake the following actions in order to accomplish the project:

- a. Comply at all times with the requirements of paragraph 2 of this agreement during the term of this agreement.
- b. Permit an audit by the CEDC of the books and financial records of Second Party, to determine whether Second Party is in compliance with this agreement.
- c. Permit periodic inspection of improvements to the building at 1206 23<sup>rd</sup> Street, Canyon, Texas as remodeling work progresses and as Second Party Submits invoices and/or statements to CEDC for payment.

6. Second Party makes the following covenants and warranties to the CEDC and agrees to timely and fully perform the following obligations and duties:

- a. Any false or substantially misleading statement contained herein or the failure of Second Party to comply and fully perform as required in this agreement shall be an act of default by Second Party. Failure to comply with any covenant or warranties shall constitute an act of default and entitle the CEDC to suspend further funding and at its option to terminate this agreement by written notice in accordance with paragraph 9 below.
- b. Second Party is authorized to do business in Texas, is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the term of this agreement.
- c. The execution of this agreement has been duly authorized by the governing body of Second Party and all necessary corporate approvals have been obtained.

Second Party's designated agent or officer executing this agreement is duly authorized and empowered to execute this agreement and bind Second Party to the covenants, warranties and other terms of this agreement. Second Party's execution of this agreement and the performance thereof is not contrary to any law, rule, regulation, or provisions of Second Party's organizational documents or any contract, instrument, or agreement to which Second Party is a party or by which it may be bound at the time this agreement is executed. The necessary authority for the agent whose signature that appears below is evidenced by a resolution or certificate furnished to CEDC or attached to this agreement.

d. No litigation or governmental proceeding is pending or to the knowledge of Second Party is contemplated or threatened against Second Party or affecting it's operations or business that may result in any material or adverse change in Second Party's business, properties, or operations. To Second Party's knowledge, no additional consent, approval, or authorization of a governmental entity or other authority is required in connection with the execution and performance of this agreement or the transactions contemplated hereby.

e. To Second Party's knowledge no certificate or statement delivered by Second Party to CEDC in connection with this agreement or any transaction contemplated by this agreement contains any untrue statement or fails to state the facts necessary to keep the statements contained therein from being misleading or false.

f. There are no bankruptcy proceedings or other legal proceedings currently pending or contemplated affecting the Second Party. The Second Party has not been informed of any intent to initiate involuntary bankruptcy proceedings against Second Party.

g. To it's knowledge Second Party has acquired and maintained all necessary rights, licenses, permits, and authority to carry on it's business in Texas and to perform the terms of this agreement and will continue to use it's best efforts to maintain all necessary rights, licenses, and permits in current status and good standing.

h. The funds provided by CEDC shall be utilized solely for the purpose of the project as stated in this agreement and within the scope of the project as stated in this agreement and for no other purpose.

i. Second Party shall pay all taxes and assessments due and owing to all taxing authorities having jurisdiction over Second Party's property and business operations. In addition, Second Party shall timely pay all employment, income, franchise, and other taxes due and owing by Second Party to all local, state, and federal entities.

j. Second Party shall complete the project required by this agreement and shall provide the necessary staff and employees for the completion and performance of this agreement.

k. Second Party shall timely and fully perform and comply with all terms and conditions of this agreement.

l. Upon written request of CEDC Second Party shall notify CEDC in writing of substantial changes in the management of Second Party within seven (7) days. Substantial changes shall mean changes in executive officers, board members, or managers.

m. The Second Party agrees that with regard to all programs and activities arising out of this agreement, the Second Party shall fully comply with all civil rights acts and specifically will not discriminate against any person upon the basis of race, color, national origin, gender, or by reason of being disabled.

7. The CEDC under the following circumstances and at the sole discretion of its board of directors may suspend the obligations under this agreement or may terminate this agreement without liability to the CEDC upon:

a. The filing of bankruptcy proceedings or the appointment of a receiver of Second Party or any part of its assets or property and failure of such bankruptcy or receivership to be discharged within sixty (60) days of filing.

b. The adjudication of Second Party as a bankrupt.

c. A change in ownership of Second Party which constitutes a material change in the nature of Second Party's business and operations.

8. Second Party agrees to the following reports and monetary requirements in connection with the project:

a. Second Party shall provide periodic reports as requested by the CEDC.

b. During normal business hours, Second Party shall allow a representative of the CEDC reasonable access to its books and records to verify compliance with this agreement. CEDC agrees to maintain the confidentiality of such records. Information shall be used only for the purpose of administering the funding provided by CEDC pursuant to this agreement and for no other purpose; provided however, CEDC may, if required by legal process or at the discretion of the office of the Attorney General provide such documentation to a third party as is required by the Attorney General or pursuant to such legal process.

9. Should Second Party fail to timely, fully, and completely comply with any one or more of the requirements, obligations, duties, terms, and conditions or warranties of this agreement such failure shall constitute an act of default by Second Party and, if not fully and completely cured

within 60 days after written notice by CEDC to Second Party, the CEDC may terminate this agreement and pursue any legal remedies existing under the law; provided however, that Second Party's liability under this agreement shall be limited to the immediate return by Second Party of all funds or other economic incentives provided by the CEDC and any consideration previously paid to Second Party by the CEDC. The rate of interest on all funds paid by the CEDC to Second Party subject to refund shall be 6% per annum from the date of default. In the event CEDC should prevail in any litigation to recover funds pursuant to this paragraph, the CEDC shall, in addition to all other damages provided by this paragraph, be entitled to recover reasonable attorney's fees and expenses of litigation.

10. In the event of unforeseeable delays, in the performance of this agreement by Second Party, or force majeure, and upon a reasonable showing by Second Party that it has immediately and in good faith commenced and is diligently and continuously pursuing the correction, removal, or abatement of such delays by using its best efforts, CEDC may consent and excuse any such delay, which consent shall not be unreasonably conditioned or withheld. The failure by Second Party to continuously and diligently pursue compliance shall constitute an act of default.

11. Any delay by the CEDC in providing notice of default to Second Party, shall in no event be deemed or constitute a waiver of such default by CEDC or waiver of any of its rights and remedies available under this agreement or at law or in equity.

12. Any waiver provided by CEDC to Second Party of an act of default shall not be deemed to constitute a continuing waiver or a waiver of any other existing or future act of default by Second Party even if the act or default is of the same or a similar nature.

13. Second Party specifically agrees that CEDC shall only be liable to Second Party for the amount of money actually budgeted and committed to the project described in this agreement. CEDC shall not be liable or held responsible for any other direct or indirect costs, attorney's fees, court costs, actual or consequential damages, direct or indirect, for any act of default by CEDC under the terms of this agreement. It is further stipulated and agreed that CEDC shall only be required to pay the amount of the project cost out of its sales tax revenues held and administered pursuant to the Development Corporation Act for the fiscal year in which the funding under this agreement is due together with unencumbered funds then on hand and from no other source. It is specifically agreed however, that in the event actual total sales tax revenues collected by CEDC for any year during which this agreement is to be performed should be less than the total amount of all grants to all contracting parties for that year, then in that event, CEDC shall fund projects in the order the grants were awarded after payment of CEDC's usual administrative cost and expenses. All contracting parties shall receive only their share of the available sales tax revenue for that year, less CEDC's customary and usual administrative costs and expenses and CEDC shall not be liable to any contracting party for any deficiency for that time or in the future. In the event of such revenue shortfall, CEDC will provide written notice to all contracting parties affected by the revenue shortfall along with such documentation as will allow the contracting party to ascertain their share of the funding to be provided.

14. This agreement incorporates the entire agreement of the parties hereto and supersedes any oral or written previous and contemporaneous agreements between the parties relating to the

matters covered by this agreement. Except as otherwise provided herein, this agreement cannot be modified or amended without a written agreement of the parties.

15. No term or provision of this agreement or an act of the CEDC in the performance of this agreement shall be construed as making or constituting Second Party or its employees, or agents, partners of the CEDC or employees of the CEDC. This contract shall not benefit any third party not a direct party to this agreement.

16. The termination of this agreement as provided herein may be upon mutual agreement of the parties or pursuant to the provisions hereof relating to default. The termination of this agreement either by mutual agreement or by notice served by the CEDC shall extinguish all rights, duties, and obligations of the CEDC and Second Party except as provided herein.

17. This agreement may be executed in a number of identical counterparts each of which shall be deemed an original upon execution and shall constitute the same instrument.

18. This agreement is made pursuant to the laws of the State of Texas and shall be governed and interpreted under the laws of the State of Texas without regard to any conflict of laws provision. Venue in any litigation arising out of the execution or performance of this agreement shall be in the court of appropriate jurisdiction in Randall County, Texas and in no other Venue. Second Party, by signing this agreement, consents to and waives any objections to in personam jurisdiction in Randall County, Texas.

19. In the event one or more of the provisions contained in this agreement should, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this agreement. This agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

20. This agreement is subject to all legal requirements contained in the Municipal Charter of the City of Canyon and Code and Ordinances of the City of Canyon and all other applicable state and federal laws and regulations. Second Party agrees that, in compliance with this agreement, it will promptly comply with all applicable laws, regulations, orders, and rules of the state, city, and other governmental entities.

21. This agreement shall be binding upon the parties hereto, their successors, and (where permitted) assigns. This agreement may not be assigned by either party without the specific prior written consent of the other, which consent shall not be unreasonably withheld or conditioned. Provided however, that in the event Second Party transfers all or substantially all its assets to another entity or merges with another entity to the extent that the underlying purpose of this agreement cannot, in the sole discretion of the CEDC's board of directors, be accomplished, the CEDC shall have the option to suspend its performance under this agreement or terminate this agreement.

22. Second Party represents that no member of the board of directors of the CEDC or member of the governing body of the City of Canyon or any officer or employee of the City of Canyon or CEDC will be compensated in any manner with respect to directly or indirectly bringing the parties together for the purpose of this agreement or participation in the negotiation or

formation of this agreement. No finders fee or other origination fee of any type will be paid or will become payable to any officer or employee of the City of Canyon, member of the governing body of the City of Canyon, or the governing body of the CEDC with regard to the formation or performance of this agreement.

23. All notices from one party to the other party required or permitted by this agreement shall be delivered personally or sent by certified mail postage prepaid addressed to the party at the address shown on the signature page. All notices shall be deemed given on the date so delivered or deposited in the mail unless otherwise provided. Either party may change its address by sending written notice of such change to the other party in the manner provided by this agreement.

24. All representations, warranties, covenants, and agreements of the parties as well as all rights and benefits of the parties pertaining to the transaction contemplated by this agreement shall survive the original execution date of this agreement and shall constitute continuing obligations.

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

CANYON ECONOMIC DEVELOPMENT

Second Party  
WEST TEXAS WESTERN STORE, INC.

By: \_\_\_\_\_  
Randy Croslin, President/Chairman  
Address: 1604 4<sup>th</sup> Avenue, Suite 21  
Canyon, Texas 79015

By: \_\_\_\_\_  
Tracy B. Martin, Shareholder

By: \_\_\_\_\_  
Terry V. Martin, Shareholder

**RESOLUTION NO. 06-2016**

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CANYON APPROVING PROJECT FUNDING AGREEMENT BETWEEN WEST TEXAS WESTERN STORE AND CANYON ECONOMIC DEVELOPMENT CORPORATION REGARDING DIRECT FINANCIAL ASSISTANCE FOR A PROJECT LOCATED AT 1206 23<sup>RD</sup> STREET, CANYON, TEXAS. THE FUNDING IS BASED ON EXISTING BUSINESS RETENTION.

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WHEREAS, on April 14, 2016 the Canyon Economic Development Corporation (“CEDC”) conducted a public hearing regarding the use of sales and use tax revenues collected pursuant to the Development Corporation Act of 1979 (Tex. Rev. Civ. Stat. Art. 5190.6 §4B, (“the Act”) and to consider a funding agreement for the primary purpose of which is the developing, stabilizing, diversifying, and expanding the economy through the retention, recruitment, expansion, and employment opportunities of the citizens of Canyon and the surrounding area and to enhance the quality of life of the citizens of Canyon and the surrounding area.

WHEREAS, the City Commission of the City of Canyon, Texas, finds it to be in the public interest to execute a Project Funding Agreement between the Canyon Economic Development Corporation and West Texas Western Store, a registered entity qualified to do business in Texas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CANYON, TEXAS:

That the Project Funding Agreement by and between CEDC and West Texas Western Store be, and it is hereby approved, and the sales tax revenue collected pursuant to “the Act” by CEDC may be used for the primary purpose of financial assistance for business retention and expansion. The sales tax revenue referred to in this Resolution shall be the revenue on deposit in Sales Tax Improvement Fund (Fund 40) for direct costs related to the project.

INTRODUCED at the First Reading on the 18<sup>TH</sup> of April, 2016, and Adopted on the Second Reading on the 2<sup>nd</sup> of May, 2016.

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**QUINN J ALEXANDER, MAYOR**

**ATTEST:**

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**Gretchen Mercer, City Clerk**

TO: Randy Criswell, City Manager

FROM: Chris Sharp, Assistant City Manager

DATE: April 14, 2016

SUBJECT: Consider and Take Appropriate Action on Quarterly Finance Report by Finance Director Chris Sharp.

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A summary of all deposits for the City of Canyon as of March 31, 2016 are submitted. All funds are deposited with the City's depository bank, Happy State Bank. Also included, is a summary of the City's major funds and where they stand as of the same date.

Total deposits needing security pledge, including checking accounts are \$ 3,427,920. Total securities pledged by Happy State Bank including the FDIC insurance is \$ 7,268,402.

This report is to comply with legislation requiring periodic reports to be made to the governing body for approval.

**RECOMMENDED ACTION**

Approval of the Quarterly Finance Report for the Quarter Ending March 31, 2016.

**City of Canyon**

**QUARTERLY FINANCE REPORT**

Quarter ending:

12/31/15

03/31/2016

	Interest Rate	12/31/15	03/31/2016
EMERGENCY MANAGEMENT	0.02	\$ 64,307.47	\$ 63,811.46
LIBRARY GIFT & MEMORIAL	0.02	\$ 4,244.75	\$ 4,188.38
GENERAL FUND DEMAND ACCT	0.02	\$ 749,488.88	\$ 932,080.71
WW/SS FUND DEMAND ACCT.	0.33	\$ 921,076.13	\$ 1,385,581.24
BCD	0.02	\$ 68,759.51	\$ 89,562.00
LEOSE	0.02	\$ 11,044.39	\$ 12,998.54
C.E.D.C (ECONOMIC DEVELOPMEN	0.02	\$ 298,958.08	\$ 350,640.31
C.E.D.C. MARKETING ACCOUNT	0.02	\$ 83,449.52	\$ 101,125.34
EMPLOYEES FLOWER FUND	0.02	\$ 2,070.32	\$ 1,504.50
D-FI-IT PROGRAM	0.02	\$ 4,593.60	\$ 4,594.75
Palo Duro Golf Administration	0.02	\$ 153,313.79	\$ 286,318.63
Capital Equipment Account	0.33	\$ 236,182.02	\$ 195,514.52
CHECKING / SAVINGS ACCOUNTS BALANCES		\$ 2,597,488.46	\$ 3,427,920.38
TOTAL FUNDS FOR SECURITY PLEDGES		\$ 2,597,488.46	\$ 3,427,920.38
WW/SS Utility Insured Cash Sweep Account (CDARS)	Interest 0.33	\$ 3,600,906.99	\$ 2,906,862.06
TOTAL AMOUNT OF FUNDS IN BANK		\$ 6,198,395.45	\$ 6,334,782.44

**SECURITIES PLEDGED**

HAPPY STATE BANK

RECEIPT NUMBER	DATE MATURED	DESC.	AMOUNT	MARKET VALUE
3137ASNJ9	03/25/2022	FHMS	\$1,609,823.88	\$1,615,149.76
169412QN6	08/15/2027	China Spring ISD	\$1,058,152.38	\$1,029,276.10
552410ER9	08/15/1930	Lytle TX ISD	\$569,776.20	\$596,508.45
667825YM9	02/15/1932	Northwest TX ISD	\$1,059,009.05	\$1,112,358.80
8821172L7	07/01/1931	TX A&M UNV Func	\$1,222,959.19	\$1,246,860.00
31394FB87	05/25/1933	FNR	\$1,432,458.53	\$1,418,249.86
		FDIC INSURANCE	\$100,000.00	\$250,000.00

Total Security Pledges \$7,052,179.23 \$7,268,402.97

Total Outstanding debt from 2012 issued CO's and 2013 refunded CO's \$17,001,988

Summary of funds spent outside of budget:

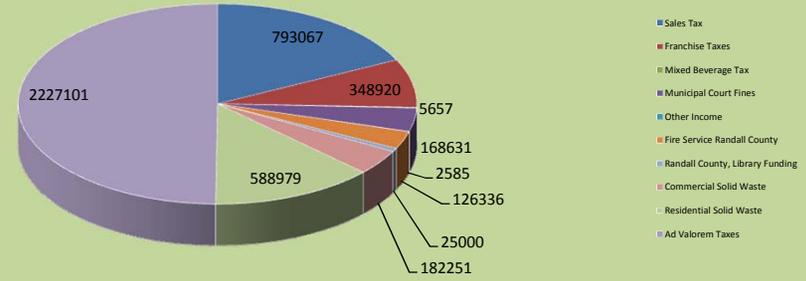
EDA Grant Match \$ 560,000.00



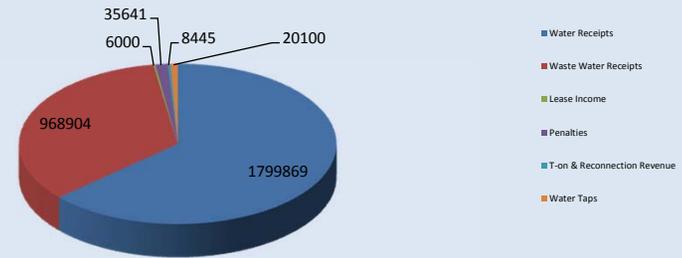
## Summary of Month Ending March 2016

Major Revenues	03/31/2016	Budgeted Amount	Percentage to Budget
<b>General Fund</b>			
			50% into Budget Year
Sales Tax	\$ 924,842.00	\$ 1,900,000.00	48.68%
Franchise Taxes	\$ 317,794.00	\$ 690,000.00	46.06%
Mixed Beverage Tax	\$ 5,358.00	\$ 11,000.00	48.71%
Municipal Court Fines	\$ 146,676.00	\$ 320,000.00	45.84%
Other Income	\$ 3,044.00	\$ 40,000.00	7.61%
Fire Service Randall County			
County	\$ 161,820.00	\$ 239,416.00	67.59%
Randall County, Library Funding			
Funding	\$ 25,000.00	\$ 50,000.00	50.00%
Commercial Solid Waste	\$ 186,333.00	\$ 348,500.00	53.47%
Residential Solid Waste	\$ 598,437.00	\$ 1,115,400.00	53.65%
Ad Valorem Taxes	\$ 2,244,252.00	\$ 2,340,000.00	95.91%
<b>Total General Fund Revenues</b>	<b>\$ 4,960,631.00</b>	<b>\$ 8,711,212.00</b>	<b>56.95%</b>
<b>Total General Fund Expenses</b>	<b>\$ 3,833,172.00</b>	<b>\$ 8,711,212.00</b>	<b>44.00%</b>
<b>Utility Fund</b>			
Water Receipts	\$ 1,930,384.00	\$ 4,095,000.00	47.14%
Waste Water Receipts	\$ 1,118,241.00	\$ 2,420,000.00	46.21%
Lease Income	\$ 48,000.00	\$ 54,003.00	88.88%
Penalties	\$ 40,856.00	\$ 60,000.00	68.09%
T-on & Reconnection Revenue	\$ 12,929.00	\$ 18,000.00	71.83%
Water Taps	\$ 12,000.00	\$ 30,000.00	40.00%
<b>Total Utility Fund Revenues</b>	<b>\$ 3,336,819.00</b>	<b>\$ 6,735,503.00</b>	<b>49.54%</b>
<b>Total Utility Fund Expenses</b>	<b>\$ 2,650,200.00</b>	<b>\$ 6,735,503.00</b>	<b>39.35%</b>

### Summary of Revenues General Fund



### Summary of Revenues Utility Fund



### Palo Duro Creek Golf

Course	Budgeted Amount	Percentage to Budget	
Revenues to Date	\$299,834.00	\$1,152,554.00	26.01%
Exenditures to Date	\$529,470.00	\$1,152,554.00	45.94%

**CITY OF CANYON  
SALES TAX COLLECTION HISTORY  
FISCAL YEAR 2015-2016**

MONTH	2013-2014 COLLECTIONS	2014-2015 COLLECTIONS	% INCREASE/ DECREASE 14-15 OVER 13-14	2015-2016 COLLECTIONS	% INCREASE/ DECREASE 15-16 OVER 14-15	2015-2016 YEAR-TO-DATE COLLECTIONS	TOTAL YEAR-TO-DATE TAXABLE SALES **
OCTOBER	\$188,929	\$223,456	18.28%	\$239,346	7.11%	\$239,346	\$15,956,400
NOVEMBER	\$225,885	\$216,081	-4.34%	\$256,488	18.70%	\$495,834	\$33,055,600
DECEMBER	\$292,194	\$185,766	-36.42%	\$266,745	43.59%	\$762,579	\$50,838,600
JANUARY	\$184,408	\$214,709	16.43%	\$208,797	-2.75%	\$971,376	\$64,758,400
FEBRUARY	\$242,684	\$217,411	-10.41%	\$261,746	20.39%	\$1,233,122	\$82,208,133
MARCH	\$182,850	\$177,351	-3.01%	\$247,382	39.49%	\$1,480,504	\$98,700,267
APRIL	\$169,113	\$226,391	33.87%		-100.00%	\$1,480,504	\$98,700,267
MAY	\$215,922	\$249,330	15.47%		-100.00%	\$1,480,504	\$98,700,267
JUNE	\$173,509	\$193,998	11.81%		-100.00%	\$1,480,504	\$98,700,267
JULY	\$164,186	\$187,474	14.18%		-100.00%	\$1,480,504	\$98,700,267
AUGUST	\$204,038	\$247,697	21.40%		-100.00%	\$1,480,504	\$98,700,267
SEPTEMBER	\$185,479	\$202,362	9.10%		-100.00%	\$1,480,504	\$98,700,267
TOTALS	\$2,429,197	\$2,542,026		\$1,480,504			

**CITY OF CANYON  
BALANCE SHEET  
GOVERNMENTAL FUND  
MARCH 31, 2016**

	<b>General Fund</b>
<b>ASSETS</b>	
Cash and cash equivalents	673,608
Investments	1,817,536
Receivables, net	565,269
Due from other funds	866,411
Due from component unit	22,235
Intergovernmental receivables	<u>413,988</u>
Total assets	<u><u>4,359,047</u></u>
<b>LIABILITIES</b>	
Accounts payable	57,309
Due to other funds	1,299,145
Intergovernmental payables	53,031
Accrued liabilities	<u>9,959</u>
Total liabilities	<u>1,419,444</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Unavailable revenues	<u>205,701</u>
<b>FUND BALANCES</b>	
Restricted for:	
Enabling legislation	13,302
Assigned to:	
Special projects	544,653
Unassigned	<u>2,175,947</u>
Total fund balances	<u>2,733,902</u>
Total liabilities, deferred inflows of resources, and fund balances	<u><u>4,359,047</u></u>

**CITY OF CANYON  
BALANCE SHEET  
PROPRIETARY FUNDS  
MARCH 31, 2016**

	<b>Business-Type Activities - Proprietary Funds</b>			<b>Governmental Activities</b>
	<b>Water and Sewer</b>	<b>Golf Course</b>	<b>Total</b>	<b>Internal Service</b>
<b>ASSETS</b>				
Current assets:				
Cash and cash equivalents	\$ 1,184,886	\$ 293,709	\$ 1,478,595	\$ 147,224
Investments	4,102,402	-	4,102,402	-
Restricted cash - customer deposits	230,046	-	230,046	-
Restricted cash for construction	7,009,525	-	7,009,525	-
Receivables, net	776,873	-	776,873	-
Due from other funds	1,469,301	11,999	1,481,300	30,024
Intergovernmental receivables	-	-	-	-
Inventories	45,496	115,176	160,672	-
<b>Total current assets</b>	<b>14,818,529</b>	<b>420,884</b>	<b>15,239,413</b>	<b>177,248</b>
Noncurrent assets:				
Land	3,733,873	397,138	4,131,011	-
Construction in progress	1,098,190	-	1,098,190	-
Buildings and improvements	308,379	356,025	664,404	-
Improvements other than buildings	11,486,688	534,626	12,021,314	-
Equipment	2,849,996	639,187	3,489,183	1,385,154
Infrastructure	25,173,970	698,170	25,872,140	-
Less accumulated depreciation	(16,237,916)	(1,469,807)	(17,707,723)	(338,307)
<b>Total noncurrent assets</b>	<b>28,413,180</b>	<b>1,155,339</b>	<b>29,568,519</b>	<b>1,046,847</b>
<b>Total assets</b>	<b>43,231,709</b>	<b>1,576,223</b>	<b>44,807,932</b>	<b>1,224,095</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
Deferred charge on refunding	167,241	64,899	232,140	-
Deferred pension contributions	114,391	20,425	134,816	-
Deferred pension deficient earnings	43,406	7,750	51,156	-
<b>Total deferred outflows of resources</b>	<b>325,038</b>	<b>93,074</b>	<b>418,112</b>	<b>-</b>
<b>LIABILITIES</b>				
Current liabilities:				
Accounts payable	14,546	35,976	50,522	-
Accrued liabilities	1,708	15,637	17,345	-
Accrued interest	39,402	6,407	45,809	-
Due to other funds	-	1,127,609	1,127,609	-
Unearned revenues	33,084	-	33,084	-
Pension liability	670,096	119,649	789,745	-
Customer deposits	230,046	-	230,046	-
Compensated absences - current	7,059	1,613	8,672	-
Capital leases payable - current	-	46,156	46,156	-
Certificates of obligation payable - current	710,807	134,193	845,000	-
<b>Total current liabilities</b>	<b>1,706,748</b>	<b>1,487,240</b>	<b>3,193,988</b>	<b>-</b>

Continued

Continuation

**CITY OF CANYON  
BALANCE SHEET  
PROPRIETARY FUNDS  
MARCH 31, 2016**

	<b>Business-Type Activities - Proprietary Funds</b>			<b>Governmental Activities</b>
	<b>Water and Sewer</b>	<b>Golf Course</b>	<b>Total</b>	<b>Internal Service</b>
Noncurrent liabilities:				
Accrued compensated absences	63,531	14,520	78,051	-
Other post-employment benefit obligations	(1,988)	2,646	658	-
Capital leases payable - net of current portion	-	37,399	37,399	-
Certificates of obligation payable - net of current portion	12,148,504	1,525,137	13,673,641	-
Total noncurrent liabilities	12,210,047	1,579,702	13,789,749	-
Total liabilities	13,916,795	3,066,942	16,983,737	-
 <b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred pension actuarial gains	19,845	3,543	23,388	-
 <b>NET POSITION</b>				
Net investment in capital assets	22,494,810	(522,648)	21,972,162	1,046,847
Unrestricted	7,125,297	(878,540)	6,246,757	177,248
Total net position	29,620,107	(1,401,188)	28,218,919	<u>\$ 1,224,095</u>
Adjustment to report the cumulative internal balance for the net effect of the activity between the internal service fund and the enterprise fund over time	47,192	55,838	103,030	
Net position of business-type activities	<u>\$ 29,667,299</u>	<u>\$ (1,345,350)</u>	<u>\$ 28,321,949</u>	

TO: Randy Criswell, City Manager

FROM: Chris Sharp, Assistant City Manager

DATE: April 14, 2016

SUBJECT: Consider and Take Appropriate Action on Quarterly Investment Report by Finance Director Chris Sharp.

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A summary of all investments for the City of Canyon as of March 31, 2016 are submitted as an attachment to this agenda item. All funds are invested with the City's depository bank, Happy State Bank.

Total amount of investments for the City is \$3,017,485. These funds have been invested in the CDARS program and in CDs through Happy State Bank. The Canyon EDC also has investments in the CDARS program in the amount of \$174,387.69. The City's 2012 certificates of obligation funds have been invested into a CDARS investment account and has a balance of \$5,831,392. Total funds on hand, which includes funds in depository accounts as well as funds in investments total \$9,352,268.

This report is to comply with legislation requiring periodic reports to be made to the governing body for approval.

**RECOMMENDED ACTION**

Approval of the Quarterly Investment Report for the Quarter Ending March 31, 2016.

**QUARTERLY INVESTMENT REPORT**

Quarter ending:

		Interest Rate	12/31/2015	03/31/2016	Interest earned for quarter
<b>CERTIFICATE OF DEPOSITS:</b>					
CD#		Interest Rate			
	6611 CEDC CD	0.24969	\$ 57,341.30	\$ 57,370.61	\$ 29.31
	6646 CEDC CD	0.24969	\$ 58,465.92	\$ 58,491.93	\$ 26.01
	14897 CEDC CD	0.05	\$ 58,501.13	\$ 58,525.15	\$ 24.02
<b>CDARS CERTIFICATES OF DEPOSIT</b>			<b>\$ 174,308.35</b>	<b>\$ 174,387.69</b>	
	14674 GENERAL FUND CD	0.10%	\$ 249,399.44	\$ 249,511.17	\$ 111.73
	15076 GENERAL FUND CD	0.10%	\$ 149,073.58	\$ 149,110.74	\$ 37.16
	14895 GENERAL FUND CD	0.15%	\$ 506,070.15	\$ 506,196.32	\$ 126.17
	6718 GENERAL FUND CD	0.15%	\$ 148,796.67	\$ 148,860.48	\$ 63.81
	14970 GENERAL FUND CD	0.35%	\$ 150,482.43	\$ 150,576.24	\$ 93.81
	9952 GENERAL FUND CD	0.25%	\$ 613,274.50	\$ 614,015.19	\$ 740.69
	14675 WW/SS FUND CD	0.15%	\$ 596,643.27	\$ 596,910.56	\$ 267.29
	14971 WW/SS FUND CD	0.35%	\$ 601,929.99	\$ 602,305.24	\$ 375.25
<b>TOTAL AMOUNT IN CDARS</b>			<b>\$3,015,670.03</b>	<b>\$ 3,017,485.94</b>	
<b>TOTAL AMOUNT OF FUNDS IN BANK</b>			<b>\$6,955,868.75</b>	<b>\$ 6,334,782.44</b>	
<b>TOTAL FUNDS ON HAND</b>			<b>\$9,971,538.78</b>	<b>\$ 9,352,268.38</b>	
<b>2012 Certificates of Obligations</b>		<b>(Invested in CDARS account) .33%</b>	<b>\$ 7,123,820.35</b>	<b>\$ 5,831,392.69</b>	<b>\$ 7,493.34</b>

**To:** Randy Criswell, City Manager  
**From:** Dan Reese, Public Works Director  
**Date:** April 12, 2016  
**Re:** Consider and Take Appropriate Action on an Interlocal Governmental Agreement with WTAMU Regarding Sealcoating Services - 2016

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This year, as you will recall, we received a really good unit price from Lipham for our sealcoating project (\$1.70 / sy). This allowed us to be under budget by about \$30,000, and gave us the ability to add to the project. During the planning for an additive change order, Brandt's office was approached by WTAMU, inquiring about the possibility of doing some sealcoating on campus. We invited them to participate in our current contract and be a part of the change order. As in the past, we can accomplish this by executing an interlocal governmental agreement with them.

The Engineer has prepared separate quantities for their portion of the project, which will be approximately \$ 36,000 including their share of the engineering fees.

A copy of the agreement is attached for execution. It states that the City / Engineer will manage the University's part of the project and that the University will reimburse the City for their portion of the construction and engineering fees within 30 days after completion of the project.

This agreement has not changed from the last time that we included the University in our sealcoating project in 2009. Use of the agreement allows us to simplify the management and execution of the project and allows the University the opportunity to utilize our contractor to maintain their streets, as we're close by.

**The public works department recommends approval and execution of the interlocal governmental agreement with WTAMU for this year's sealcoating project.**

## **INTERLOCAL AGREEMENT REGARDING SEALCOATING**

This Agreement is made by and between the City of Canyon, a municipal corporation in Randall County, Texas, and West Texas A&M University (WTAMU) pursuant to the terms of the Interlocal Cooperation Act, TEXAS GOVERNMENT CODE, Chapter 791.

1. WTAMU has a desire to perform sealcoating on campus streets, and wishes to have those streets included in the City of Canyon's 2016 Sealcoating Program.
2. WTAMU agrees that the City of Canyon or its consultant will perform all necessary functions for these streets to be included in the project. Those functions will include: measurement and calculation of quantities, preparation of plans and specifications, bidding services, selection of the contractor and contract award, construction inspection, and project administration.
3. WTAMU agrees to pay their proportionate share of the cost of the project, based on actual construction quantities and contract unit prices, including engineering fees.
4. Upon completion and acceptance of the project, WTAMU agrees to pay the City of Canyon within 30 days of the City of Canyon's receipt of the final pay estimate.
5. The City of Canyon agrees to hire our consultant to provide design, bidding, and construction phase engineering services for the project.
6. No striping or re-striping is included in the contract.
7. The parties have entered into this Agreement pursuant to authorization of their respective governing bodies on the date set forth below opposite the signatures of their authorized representatives.

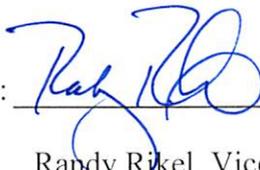
CITY OF CANYON, TEXAS, a  
Texas Municipal Corporation

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Randy Criswell, City Manager

WEST TEXAS A & M UNIVERSITY

*April 3, 2016*  
\_\_\_\_\_  
Date

By:  \_\_\_\_\_  
Randy Rikel, Vice President for Business &  
Finance

## REGARDING ITEM 10

## AGENDA

To: City Manager, Randy Criswell

From: Brian Noel, Parks Director

Date: March 28, 2016

Re: Consider and Take Appropriate Action on Approval of Recommendation from the Parks, Recreation and Open Space Committee on Design, Purchase and Construction of the Amphitheater to be Located Adjacent to the Downtown Parking Lot on 6th Ave.

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On Thursday, Nov. 12, 2015, the Parks and Open Space Committee met and discussed the details of the park in downtown Canyon approving the concepts presented. The renderings for the proposed amphitheater and landscape designs are included. The amphitheater will be a KMO 40x25 with evergreen roof and patina green supports to match our other pavilion colors.

**It is the recommendation of staff to approve the purchase of the KMO 40x25 Amphitheater from InSite Amenities via Buyboard Contract #423-13 as recommended by the Parks and Open Space Committee.**

# INSITE AMENITIES

9176 Hyde Road  
Ft. Worth, TX 76179

ph 817-236-5439  
fax 817-236-8350

## Quotation

Original Quote Date	Quotation #
11/5/2015	777

Name / Address	Customer Contact	Customer Phone
City of Canyon 301 16th St. Canyon, TX 79015	Brian Noel	806-655-5000
		Customer Fax

Quote Revised	Terms	FOB	Project Name
n/a	Net 30	Factory	Nesbitt Amphitheater

Item	Description	Qty	Rate	Total
KMO40X25TGSS	Poligon 40' Kokomo amphitheater-style shelter with tongue & groove deck and standing seam metal roof in standard color, 12' height clearance, lettered arch and medallion front gable ornamentation, internal electrical access, Poli-5000 factory epoxy prime/powdercoat frame finish in standard color	1	50,700.00	50,700.00
DISCOUNT	5% BuyBoard discount off of shelter		-2,535.00	-2,535.00
ENGINEERING	Sealed engineered drawings for shelter and footings		250.00	250.00
SHIPPING	Shipping to Canyon, TX		3,600.00	3,600.00
INSTALL	Install KMO40X25TGSS, including layout/install epoxy bolts; seal T&G; install structure including receive/unload shipment, mount columns, erect frame, install roofing & trim		21,950.00	21,950.00
INSTALL	Install CMU screenwall, 6'h x 20'l		1,550.00	1,550.00
BBCOMGROUP	BuyBoard Commodity Group # 423-13, Parks & Recreation & Field Lighting Products & Installation			
			<b>Subtotal</b>	\$75,515.00
			<b>Sales Tax (6.25%)</b>	\$0.00
This quote is valid for 30 days.			<b>Total</b>	\$75,515.00

Signature \_\_\_\_\_

Date \_\_\_\_\_

By signing you agree to our terms.

**poligon**<sup>®</sup>



FRAME COLOR: **PATINA GREEN**  
ROOF COLOR: **EVERGREEN**

COLORS SHOWN ARE FOR REFERENCE ONLY.  
CONTACT [INFO@POLIGON.COM](mailto:INFO@POLIGON.COM) TO REQUEST ACTUAL COLOR SAMPLES.

**NEBLETT PARK**  
CANYON, TX  
KMO 40X25



TEXAS HIGHWAY