

AGENDA

NOTICE OF MEETING

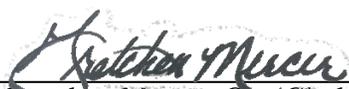
Notice is hereby given that the governing body of the City of Canyon will meet at 12:00 p.m. on the 11th day of July 2016, in the Commission Chambers of City Hall at 301 16th Street in the City of Canyon to discuss the following agenda items:

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Approval of the Minutes of the Meeting of June 20, 2016.
5. Public Comment – Comments from Interested Citizens.
6. Budget Presentation and Work Session.
7. Consider and Take Appropriate Action on the Second and Final Reading of Resolution No. 10-2016 for the Purchase of Property located at 502 15th St. owned by Read Automotive.
8. Consider and Take Appropriate Action on the Second and Final Reading of Resolution No. 11-2016 With Regards to Direct Financial Assistance for New Business, Panhandle Tap Room.
9. Consider and Take Appropriate Action on Bids received for Water Distribution System Improvements – 12” Water Line in Brown Road from 4th Avenue to U.S. Highway 60 – EDA Project #08-01-05039.
10. Executive Session Pursuant to Texas Government Code §551.071 Consultation with Attorney, and §551.072 Real Property.
11. Consider and Take Appropriate Action on Items Discussed in Executive Session.
12. 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 8th day of July 2016.



Gretchen Mercer, City Clerk

CITY MANAGER'S EXECUTIVE SUMMARY OF AGENDA

To: Mayor and City Commission
From: Randy Criswell, City Manager
Date: July 11, 2016
Re: Executive Summary of Agenda Information for July 11, 2016

Item Number 6

This will be my opportunity to formally present the proposed FY 2017 Budget to you. I will have a short PowerPoint presentation that will hit the high spots, and then we'll have time for discussion/questions/requests for more information, or whatever you choose to do. This will be the first of several Budget Work Sessions, so don't feel like you have to make all decisions tonight. We'll have lots of other opportunity to review and discuss this budget.

Item Number 7

Second and Final Reading of Resolution No. 10-2016. This Resolution authorizes the purchase of the property owned by Read Automotive, located at 502 15th Street, by the Canyon Economic Development Corporation. As we've discussed before, the purchase price that the CEDC will pay is \$27.78/SF, for a total purchase price of \$150,000. **This is the Second and Final Reading, with action to adopt the Resolution required.**

Item Number 8

Second and Final Reading of Resolution No. 11-2016. This Resolution approves financial assistance to the Panhandle Tap Room in an amount not to exceed a total of \$46,000 over a three-year period. As has been discussed, this money will be reimbursed to the business after certain obligations and milestones have been met by the Panhandle Tap Room. **This will be the second and final reading, with action to adopt the Resolution required.**

Item Number 9

This item pertains to the award of a bid to provide a water main extension to the LSDP area. As you will remember, we received a matching grant from the EDA (Economic Development Administration) for a sewer extension to serve the Lone Star Dairy Products site in addition to a significant area in that part of town that could someday be developed. There was money left over within the grant, so we added a water main extension/loop to the project. This project was bid last week, and the bid information is included in your packet. The Engineer and Staff are recommending the award of this bid to Scott Wampler Construction, the low bidder. We've worked with this company before and are comfortable with their ability to meet the deadlines and provide a quality job. **I concur with the recommendation and recommend award of the bid.**

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, and David Logan. Commissioner Justin Richardson was unable to attend.

Also present were the following City Staff: City Manager Randy Criswell, Assistant City Manager Chris Sharp, City Secretary Gretchen Mercer, Business and Community Development Director Evelyn Ecker, Parks and Recreation Director Brian Noel and City Attorney Chuck Hester.

Item 1. Call to Order.

Mayor Alexander called the meeting to order at 5:34 p.m.

Item 2. Invocation.

Mayor Pro-Tem Hinders gave the invocation.

Item 3. Pledge of Allegiance.

The Pledge of Allegiance was led by Assistant City Manager Chris Sharp.

Item 4. Approval of Minutes of the Meeting of June 6, 2016.

Mayor Pro-Tem Hinders moved, duly seconded by Commissioner Shehan, to approve the minutes of June 6, 2016 as presented. Motion carried unanimously.

Item 5. Public Comment– Comments from Interested Citizens.

No Public Comment was made.

Item 6. First Reading of Resolution No. 10-2016 for the Property Located at 5th Ave Owned by Read Automotive.

Business and Community Development Director Evelyn Ecker presented Resolution No. 10-2016 for the first of two required readings. Ms. Ecker stated the Canyon Economic Development Corporation voted to enter into a contract for the purchase of the property located at 502 16th Street from the Paul Read Trust at their May 12, 2016 meeting for \$27.78 a square foot. Ms. Ecker said the proposed closing date is on or before July 27, 2016. Ms. Ecker said the Canyon Economic Development Corporation purchased the property for the purpose of new business development. Ms. Ecker stated the CEDC conducted the required Public Hearing, and no opposition was expressed.

No action required for first reading of Resolution NO. 10-2016

RESOLUTION NO. 10-2016
RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CANYON
APPROVING THE PURCHASE OF PROPERTY CONSISTING OF LOTS 1, 2,

AND 3, BLOCK 49, ORIGINAL TOWN OF CANYON, RANDALL COUNTY,
TEXAS, BY THE CANYON ECONOMIC DEVELOPMENT CORPORATION.

Item 7. First Reading of Resolution No. 11-2016 With Regards to Direct Financial Assistance for New Business Development.

Business and Community Development Director Evelyn Ecker presented Resolution No. 11-2016 for the first of two required readings. Ms. Ecker said the Canyon Economic Development Corporation voted to offer direct financial assistance to the Panhandle Taproom LLC located at 410 15th Street, Canyon, Texas at their meeting May 12, 2016. Ms. Ecker said the Panhandle Taproom was set to open mid to late August and will employ approximately 10 full-time and 15 part-time employees. Ms. Ecker said up to a maximum of \$46,000 would be reimbursement for lease assistance with 50% in the first 12 months, not to exceed \$23,000; 30% the second year, not to exceed \$13,000; and the final year would be reimbursed 20% not to exceed \$9,200, all paid in arrears.

No action required for the first reading of Resolution No. 11-2016.

RESOLUTION NO. 11-2016
RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CANYON
APPROVING PROJECT FUNDING AGREEMENT BETWEEN PANHANDLE
TAPROOM LLC. AND CANYON ECONOMIC DEVELOPMENT
CORPORATION REGARDING DIRECT FINANCIAL ASSISTANCE FOR A
PROJECT LOCATED AT 410 15TH STREET, CANYON, TEXAS. THE
FUNDING IS BASED ON NEW BUSINESS DEVELOPMENT.

Item 8. Consider and Take Appropriate Action on All Matters Incident and Related to the Issuance and Sale of "City of Canyon, Texas, General Obligation Bonds, Series 2016", Including the Adoption of Ordinance No. 1036 Authorizing the Issuance of Such Bonds.

Assistant City Manager Chris Sharp presented Ordinance No. 1036 for consideration. Mr. Sharp stated 6 bids were received for the sale of bonds with Frost Bank winning the bid with a 2.35% interest rate to be used for the construction of the City of Canyon Family Aquatic Facility. Mr. Sharp said the payment would be over a 20-year span.

After discussion, Mayor Pro-Tem Hinders moved, duly seconded by Commissioner Logan to adopt Ordinance No. 1036 authorizing the issuance of bonds for the City of Canyon Aquatic Facility. Motion carried unanimously.

ORDINANCE NO. 1036
AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF CANYON,
TEXAS, GENERAL OBLIGATION BONDS, SERIES 2016"; SPECIFYING THE
TERMS AND FEATURES OF SAID BONDS; LEVYING A CONTINUING
DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID
BONDS; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO
THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF SAID BONDS,

INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AND PROVIDING AN EFFECTIVE DATE.

Item 9. Consider and Take Appropriate Action on the Naming of the New Aquatic Facility.

Director of Parks and Recreation Brian Noel addressed the Commission. Mr. Noel stated with the city getting close to the start of construction on the new Family Aquatic Center, the Canyon Parks and Open Space Committee would begin meeting and look at the process of naming the Family Aquatic Center. Mr. Noel said once the Parks and Open Space Committee had a few names they liked, they would present the proposed names to the City Commission with a recommendation. Mr. Noel said if any of the City Commissioners had a name they would like to be considered, they should let him know and he would give the information to the Parks Committee. He felt the names would need to be decided by September / October of 2016 so any logos could be incorporated into the construction plans. Mr. Noel said the Parks Committee would be discussing the process to select a name that could include a public contest with other avenues considered.

Item 10. Executive Session Pursuant to Texas Government Code, §551.071 Consultation with Attorney; and §551.072 Real Property.

Mayor Alexander indicated the Commission would adjourn into executive session at 5:52 pm.

Item 11. Consider and Take Appropriate Action on Items Discussed in Executive Session.

Upon returning from executive session at 6:28 pm, no action was taken.

Item 12. Adjournment

There being no further business, Mayor Pro-Tem Hinders moved this meeting be adjourned.

Quinn Alexander, Mayor

ATTEST:

Gretchen Mercer, City Secretary

REGARDING ITEM 7

AGENDA

To: Randy Criswell, City Manager

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

Date: June 30, 2016

Re: Consider and Take Appropriate Action on Second and Final Reading of Resolution No. 10-2016 With Regards to the Purchase of Property Located at 502 15th Street, Canyon, Texas, Randall County.

The Canyon Economic Development Corporation voted to enter into a contract with the Paul Read Trust to purchase the property located at 502 15th Street at their meeting May 12, 2016. The property is currently an auto mechanic garage. The contract price is \$27.78 square foot for a total purchase price of \$150,000.00, and the closing date is on or before July 27, 2016.

A public hearing for the purchase of the property was held during the Thursday, June 9, 2016 meeting of the CEDC. A public notice was published in the Canyon News, Thursday, June 2, 2016.

The CEDC's intended purpose with regards to the property purchase is new business development.

Please find attached the Resolution for this project.

This is the second and final reading of Resolution No. 10-2016. It is staff's recommendation that Resolution No. 10-2016 be adopted.

RESOLUTION NO. 10-2016

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CANYON APPROVING THE PURCHASE OF PROPERTY LOCATED AT 502 15TH STREET, CONSISTING OF LOTS 1, 2, and 3, Block 49, ORIGINAL TOWN OF CANYON, RANDALL COUNTY, TEXAS, BY THE CANYON ECONOMIC DEVELOPMENT CORPORATION.

WHEREAS, the Board of Directors of the CEDC having taken action by majority vote on May, 12, 2016, to purchase property and having recommended to the City commission of the City of Canyon, Texas, approval of same;

WHEREAS, on June 9, 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”) for the purchase of the above property described, Canyon, Randall County, Texas for \$150,000.00;

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

That the property purchase by the CEDC be, and it is hereby approved, and the sales tax revenue collected pursuant to “the Act” by CEDC may be used to fund the property purchase. The sales tax revenue referred to in the Resolution shall be the revenue on deposit in Sales Tax Improvement Fund (Fund 40) for direct costs related to the project. The property purchase is to be used for economic development;

INTRODUCED at the First Reading on the 20th Day of June, 2015, and Adopted on the Second Reading on July 11th, 2015.

QUINN J ALEXANDER, MAYOR

ATTEST:

Gretchen Mercer, City Clerk

REGARDING ITEM 8

AGENDA

To: Randy Criswell, City Manager

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

Date: June 30, 2016

Re: Consider and Take Appropriate Action on Second and Final Reading of Resolution No. 11-2016 With Regards to Direct Financial Assistance for New Business, Panhandle Tap Room.

The Canyon Economic Development Corporation voted to offer direct financial assistance to the Panhandle Taproom LLC at their meeting May 12, 2016. The limited liability corporation is opening a new business, Imperial Taproom, located at 410 15th Street.

A public hearing was held during the Thursday, June 9, 2015 meeting of the CEDC. A public notice was published in the Canyon News Thursday, June 2, 2016.

The first reading of the resolution was held during the city commission meeting, June 20, 2016.

I have included the final draft of the Funding Agreement.

This is the second and final reading of Resolution No. 11-2016. It is staff's recommendation to adopt Resolution No. 11-2016.

CANYON ECONOMIC DEVELOPMENT CORPORATION
PROJECT FUNDING AGREEMENT

PANHANDLE TAPROOM, LLC.

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 Panhandle Taproom LLC., a Texas Limited Liability 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 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 maintain the business, Imperial Taproom located at 410 15th Street, Canyon, Texas for five (5) years.
 - b. Second Party shall maintain ownership of the Imperial Taproom for five (5) years.
3. The CEDC will provide the following funding and financial incentive for the project:
 - a. An amount, not to exceed \$46,000.00 payable as follows: reimbursement will occur quarterly, and in arrears for lease assistance. The reimbursement starts the first month the second party is open for business. The first twelve (12) months will be reimbursed fifty percent (50%) or an amount not to exceed \$23,000; year two (2) will be reimbursed thirty percent (30%) or an amount not to exceed \$13,800; year three (3) and the final year will be reimbursed twenty percent (20%) or an amount not to exceed \$9,200.
 - 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 incentive by the CEDC Board;
 - ii. approval of the financial incentive 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.
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 its 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 its knowledge Second Party has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in Texas and to perform the terms of this agreement and will continue to use its 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 finder's 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: _____

Second Party

CANYON ECONOMIC DEVELOPMENT

PANHANDLE TAPROOM LLC.

By: _____

Randy Croslin, President/Chairman
Address: 1604 4th Avenue, Suite 21
Canyon, Texas 79015

By: _____

Ben Johnson, Manager

RESOLUTION NO. 11-2016

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CANYON APPROVING PROJECT FUNDING AGREEMENT BETWEEN PANHANDLE TAPROOM LLC. AND CANYON ECONOMIC DEVELOPMENT CORPORATION REGARDING DIRECT FINANCIAL ASSISTANCE FOR A PROJECT LOCATED AT 410 15TH STREET, CANYON, TEXAS. THE FUNDING IS BASED ON NEW BUSINESS DEVELOPMENT.

WHEREAS, on JUNE 9, 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 Panhandle Taproom LLC., 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 Panhandle Taproom LLC. 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 new business development. 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 20th of June, 2016, and Adopted on the Second Reading on the 11th of July, 2016.

QUINN J ALEXANDER, MAYOR

ATTEST:

Gretchen Mercer, City Clerk

To: Randy Criswell, City Manager
From: Dan Reese, Public Works Director
Date: July 6, 2016
Re: Consider and Take Appropriate Action on Bids Received for: Water Distribution System Improvements – 12 “ Water Line in Brown Road from 4th Avenue to U.S. Highway 60 – EDA Project #08-01-05039.

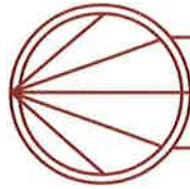
This is the project designed to enhance water delivery to the new industrial park associated with the development and construction of the Lone Star Dairy Products facility. Specifically, this line is needed to enhance fire flows to the facility. The project will also eliminate a dead end main that exists in the highway right-of way at Brown Road.

Bids were received and opened on Tuesday, July 5, 2016. We received six bids that ranged in amounts from approximately \$ 109,000.00 to \$ 163,000.00. The project estimate for construction, was \$ 234,000.00.

This is an additional project to be covered under the 50-50 matching grant that we received from the EDA for the sewer main upgrade to LSDP. As noted above, City will be responsible for half of the cost of this project. Matching funds for this project were included in the 2017 budget, just submitted.

The low bid was submitted by Scott Wampler Construction in the amount of \$ 109,175.00. In order to accommodate Lone Star, the completion date was specified in the bid, being October 1, 2016. We have worked with Wampler in the past and are confident that we'll receive a quality job and that it will be delivered on time. The Engineer has submitted a recommendation letter and bid tabulation sheet, which is attached.

The public works department concurs with the Engineer in recommending that the bid of Scott Wampler Construction of Canyon be awarded for this project in the amount of \$ 109,175.00.



**BRANDT
ENGINEERS®**

TBPE REGISTRATION NO. 4174

4537 CANYON DRIVE, AMARILLO, TEXAS 79110

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July 5, 2016

The Honorable Quinn Alexander, Mayor
and City Commission
City of Canyon
301 16th Street
Canyon, Texas 79015

Re: Bid Award Recommendation
Water Distribution System Improvements
EDA Project No. 08-01-05039
12" Water Line in Brown Road
From 4th Avenue to U.S. Highway 60

Mayor and Commission:

Bids were opened on July 5, 2016 for the above referenced project. The bid tabulation sheet is attached. The lowest bid was submitted by Scott Wampler Construction & Services, LLC, of Canyon, Texas in the amount of \$109,175.00.

It is recommended that the contract be awarded to Scott Wampler Construction & Services, LLC, for in the amount of \$109,175.00.

If you have any questions, please do not hesitate to call.

Sincerely,

BRANDT ENGINEERS

Oscar Ostos.

enclosure

