

WORKSHOP AGENDA

NOTICE OF WORKSESSION

Notice is hereby given that the governing body of the City of Canyon and the City of Canyon Planning and Zoning Commission will meet at 11:30 a.m. on the 20th day of July 2020, in the Palo Duro Room of the City of Canyon Cole Community Center at 300 16th Street in the City of Canyon for a Workshop, "Cultivating Financially Resilient Communities", as presented by Verdunity.

If you plan to attend this meeting in person, there is a 50% capacity limit and social distancing is practiced.

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Lunch served
5. Workshop – Cultivating Financially Resilient Communities. Presentation by Verdunity.
6. Adjourn.



Joe Price, City Manager

I certify that the above Notice of this Workshop was posted on the front entrance door of the Civic Complex, and both entrance doors of the Cole Community Center of the City of Canyon, Texas on the 17th day of July 2020.



Gretchen Mercer, City Clerk

WORKSHOP
CULTIVATING



FINANCIALLY RESILIENT COMMUNITIES

Canyon, Texas • July 20, 2020 • 11:30 AM – 3:30 PM

REALISTIC STEPS TO COMMUNICATE & CLOSE YOUR CITY'S RESOURCE GAP

AGENDA AND LEARNING OBJECTIVES

Introductions & Workshop Goals

10 MINUTES

Cultivating Strong Communities

Learn how to connect plans, policies, people, and projects together to make meaningful progress right now with the resources you have on hand.

45 MINUTES FOR PRESENTATION

15 MINUTES FOR Q&A

Presentation & Results of Canyon Fiscal Model

Showcase how the city's growth and development pattern is directly connected to its property tax revenue, service costs, and infrastructure liabilities.

30 MINUTES FOR PRESENTATION

30 MINUTES FOR Q&A

Common Roadblocks

Discuss some of the more common development and zoning policies that can help or hurt your city's fiscal health.

45 MINUTES FOR PRESENTATION

Issues & Suggested Action Plan

Outline issues and possible actions to be taken based on patterns, trends, and data found in the analysis to cut the cost deficit and guide future development in a fiscally resilient manner.

1 HOUR FACILITATED DISCUSSION

Wrap Up



AGENDA

NOTICE OF MEETING

Notice is hereby given that the governing body of the City of Canyon will meet at 4:30 p.m. on the 20th day of July 2020, in the Commission Chambers of City Hall at 301 16th Street in the City of Canyon to discuss the following agenda items. If you plan to attend this meeting in person, there is a 50% capacity limit and social distancing is practiced.

The meeting is broadcast on [YouTube](#). YouTube does provide closed captioning on the recorded video, it is not provided real-time.

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Approval of the Minutes of the Meeting of July 6, 2020.
5. Public Comment – Comments from Interested Citizens.
6. Consider and Take Appropriate Action on Update of Governor Greg Abbotts Executive Orders Directed at Slowing the Spread of COVID-19 in the State of Texas.
7. First Reading of Resolution No. 18-2020 With Regards to a Request from Canyon Chamber of Commerce for Funds to Implement a 12-Month, All-Inclusive Marketing Campaign for Canyon.
8. First Reading of Resolution No. 19-2020 With Regards to a Request from Canyon Main Street for Funds to Implement a 12-Month, All-Inclusive Marketing Campaign for Canyon.
9. Consider and Take Appropriate Action on the City of Canyon Comprehensive Plan Implementation Matrix and Annual Report.
10. Presentation of Budget and Tax Adoption Calendar.
11. Executive Session Pursuant to §551.074 Personnel Matters - Board Appointments (Canyon Economic Development Corporation Board) and §551.071 Consultation with Attorney.
12. Consider and Take Appropriate Action on Items Discussed in Executive Session.
13. Adjourn



Joe Price, 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 17th day of July 2020.



Gretchen Mercer, City Clerk

The City Commission of the City of Canyon ,met at 4:30 p.m. in the City Commission Chambers of the Civic Complex. Mayor Gary Hinders presided over the meeting with the following Commissioners in attendance, Mayor Pro-Tem Cody Jones, Randy Ray, and Paul Lyons. Commissioner Roger Remlinger was not able to attend.

Also present were the following City Staff: City Manager Joe Price, Assistant City Manager Jon Behrens, City Secretary Gretchen Mercer, IT Manager Shaun Holtman, Police Chief Steve Brush, Director of Finance Joel Wright, Planning and Development Director Danny Cornelius, Library Director Janice Doan, City Manager Intern Christian Campbell, Director of Public Works Dan Reese, Parks and Recreation Director Brian Noel, Water Superintendent Eric Whitten, City Engineer Dwight Brandt, and City Attorney Chuck Hester.

Item 1. Call to Order.

Mayor Hinders called the meeting to order at 4:36 p.m.

Item 2. Invocation.

Mayor Pro-Tem Jones gave the invocation.

Item 3. Pledge of Allegiance.

The Pledge of Allegiance was led by Commissioner Lyons.

Item 4. Approval of the Minutes of the Meeting June 15, 2020.

Mayor Pro-Tem Jones moved, duly seconded by Commissioner Ray to approve the minutes of June 15, 2020 as presented. Motion carried unanimously.

Item 5. Public Comment – Comments From Interested Citizens.

No comments were made.

Item 6. Consider and Take Appropriate Action on Resolution No. 16-2020, A Resolution of the City Commission of the City of Canyon, Texas, Regarding the Selection of an Engineering Firm to Provide Services Associated With the 2020 Main Street Community Development Grant Program.

Assistant City Manager Jon Behrens presented Resolution No. 16-2020 for consideration. Mr. Behrens stated it had been verified that the replacement of the water and sewer lines on the east and west side of the square including concreting the alleyways would qualify for the grant. Mr. Behrens presented the scoring sheet for the Engineering Firms that submitted proposals. Mr. Behrens stated Parkhill, Smith and Cooper scored at the top so a request was submitted for a Probable Cost from them. With the probable cost of \$509,783, staff recommended the project engineering services be awarded to Parkhill, Smith and Cooper.

After discussion, Mayor Pro-Tem Jones moved, duly seconded by Commissioner Lyons to adopt Resolution No. 16-2020 as presented. Motion carried unanimously.

RESOLUTION NO. 16-2020
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
CANYON, TEXAS, REGARDING THE SELECTION OF AN
ENGINEERING FIRM TO PROVIDE SERVICES ASSOCIATED
WITH THE 2020 MAIN STREET COMMUNITY DEVELOPMENT
GRANT PROGRAM.

- Item 7. Consider and Take Appropriate Action on Governor Greg Abbotts Executive Order GA-28 Directed at Slowing the Spread of COVID-19 in the State of Texas Including Discussion and Collaboration of Mayors Authority Regarding Outdoor Gatherings of 100 or More People.

City Manager Joe Price gave a brief overview of the most recent Executive Order issued by Governor Abbot. Mr. Price stated masks are required at gatherings of 10 or more and that the Mayor had the authority of approval for larger gatherings.

Discussion only, no action taken.

- Item 8. Consider and Take Appropriate Action on May 31, 2020 Financial Report by Finance Director Joel Wright.

Finance Director Joel Wright presented the Financial Report for consideration. After discussion Mayor Pro-Tem Jones moved, duly seconded by Commissioner Ray to approve the Financial Report as presented. Motion carried unanimously.

- Item 9. Consider and Take Appropriate Action on May 31, 2020 Investment Report by Finance Director Joel Wright.

Finance Director Joel Wright presented the Investment Report for consideration. After discussion Commissioner Lyons moved, duly seconded by Mayor Pro-Tem Jones to approve the Investment Report as presented. Motion carried unanimously.

- Item 10. Update on Canyon Aqua Park (CAP) Operations.

Parks and Recreation Director Brian Noel gave an update on the opening of the CAP in regards to the situation and requirements due to COVID-19.

After discussion, City Manager Joe Price and the Commission commended Mr. Noel, Assistant City Manager Jon Behrens, IT Manager Shaun Holtman and CAP Manager Andrew Neighbors and staff on doing a great job getting the CAP open and for the successful management of it amid the pandemic.

Informational only, no action required.

Item 11. Presentation from City Engineer Updating Status of Current Public Works and Parks Projects.

City Engineer Dwight Brandt updated the City Commission on current projects Brandt Engineers was currently working on.

Informational only, no action required.

Item 12. Consider and Take Appropriate Action on Ordinance No. 1127 Regarding the City of Canyon Fee Schedule.

City Manager Joe Price presented a proposed Fee Schedule. Mr. Price stated with the adoption of a formal fee schedule, all fees and charges for permits, rates, and charges for services would be found in one convenient location in the city code creating a Revenue Component of the proposed 2020-2021 Budget. Mr. Price said he presented the fee schedule so the City Commission would have time to consider it before formal adoption. Mr. Price said the ordinance creating the fee schedule would be brought before the Commission during the budget process.

Discussion only, no action taken.

Item 13. Executive Session Pursuant to §551.074 Personnel Matters (City Engineer), §551.074 Board Appointments (Canyon Economic Development Corporation) and §551.071 Consultation with Attorney.

Mayor Hinders indicated the Commission would adjourn into Executive Session at 6:20 p.m.

Item 14. Consider and Take Appropriate Action on Items Discussed in Executive Session.

Upon returning from Executive Session at 9:43 p.m., no action was taken.

Item 15. Adjourn

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

Gary Hinders, Mayor

ATTEST:

Gretchen Mercer, City Secretary

To: Joe Price, City Manager
From: Evelyn Ecker, Executive Director Canyon Economic Development Corp.
Date: July 20, 2020
Re: First Reading of Resolution No. 18-2020 With Regards to a Request from Canyon Chamber of Commerce for Direct Financial Assistance to Fund Special Projects.

The Canyon Economic Development Corporation would like to request the Reading of Resolution No. 18-2020 be placed on the Monday, July 20, 2020 City Commission Agenda.

The CEDC board approved the request for funding during the May 7, 2020 meeting. A public hearing for the project was held Thursday, June 11, 2020.

The Canyon Chamber of Commerce is requesting funding for special projects that will help them evolve with the growth of Canyon. The Chamber is currently under contract with Walcot Studio to rebrand the Chamber and the Visit Canyon program. The project will consist of a new logo for both and a total renovation of the websites and communications. The funding request would also be used to continue the promotion campaigns for both programs.

The Chamber has requested \$26,000.

Please find attached the Resolution and a draft of the Funding Agreement.

This is the first reading of Resolution No. 18-2020. The Second and Final reading is scheduled for August 3, 2020.

RECOMMENDED MOTION

No motion required at this time.

CANYON ECONOMIC DEVELOPMENT CORPORATION
PROJECT FUNDING AGREEMENT

CANYON CHAMBER OF COMMERCE

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 CANYON CHAMBER OF COMMERCE, a Texas non-profit corporation duly organized and an existing business under the laws of the State of Texas and qualified to do business in Texas (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 Chapters 501 - 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 will develop a comprehensive marketing plan for the Chamber of Commerce including enhanced marketing tools and promotion of local attractions. Creation of a new website is to be a part of the re-branding program.
 - b. Second party will conduct the campaign from July 2020 through July 2021.
3. CEDC will provide the following funding if Second Party is not in default hereunder as follows:
 - a. An amount not to exceed \$26,000 payable as invoices are submitted and approved by CEDC, to be paid from CEDC marketing account.
 - 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;
 - iii. compliance with the requirements of the TEXAS DEVELOPMENT CORPORATION ACT; and,
 - iv. provided that all obligations of CEDC hereunder shall terminate if Second Party fails to qualify for funding of financial incentives within 12 months from the date this agreement is signed by Second Party (the effective date).

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, at any time, to determine whether Second Party is in compliance with 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 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 direction 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. 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 Second Party pertaining to the transaction contemplated by this agreement shall survive the closing and shall constitute continuing obligations.

Effective Date: _____

CANYON ECONOMIC DEVELOPMENT
CORPORATION

Second Party:
CANYON CHAMBER OF COMMERCE

By: _____
Don Lee
President/Chairman
1605 4th Ave
Canyon, TX 79015

By: _____
Mandy Williams
President
1518 5th Ave.
Canyon, TX 79015

RESOLUTION NO. 18-2020

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CANYON APPROVING PROJECT FUNDING AGREEMENT BETWEEN THE CANYON CHAMBER OF COMMERCE AND CANYON ECONOMIC DEVELOPMENT CORPORATION RELATING TO THE MARKETING PLAN AND RE-BRANDING OF THE CHAMBER WEBSITE.

WHEREAS, on June 11, 2020 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. LOC. GOV'T CODE CHAPTERS 501-505, (“the Act”) to consider a funding agreement the primary purpose of which is the rebranding of the Chamber of Commerce, creation of a new website and a marketing plan; and,

WHEREAS, the City Commission of the City of Canyon, Texas, finds it to be in the public interest for CEDC to execute a Project Funding Agreement between the Canyon Economic Development Corporation and the Chamber of Commerce, an entity qualified to do business in Texas, on the terms and conditions set forth in the Project Funding Agreement approved by the CEDC board and presented to the City Commission for consideration and approval following a first and second reading;

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

SECTION 1:

That the Project Funding Agreement by and between CEDC and the Chamber of Commerce be, and it is hereby approved, and the sales tax revenue subject to the limitations of the Act, collected pursuant to the Act by CEDC may be used for the primary purpose of financial assistance for rebranding the Chamber of Commerce in marketing and creating a new website. 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.

READ in accordance with TEXAS LOCAL GOVERNMENT CODE §505.158 with a quorum of the City Commission duly and lawfully assembled and at a public meeting properly called and noticed in accordance with the Texas Open Meetings Act on the first (1st) reading, on the 20th of July, 2020.

CITY OF CANYON, TEXAS

GARY HINDERS, Mayor

ATTEST:

Gretchen Mercer, City Secretary

RESOLUTION PASSED AND ADOPTED by the City Commission of the City of Canyon, Texas, with a quorum of the City Commission duly and lawfully assembled and voting, and at a public meeting properly called and noticed in accordance with the Texas Open Meetings Act on the second (2nd) and final reading, on the 3rd of August, 2020.

CITY OF CANYON, TEXAS

GARY HINDERS, Mayor

ATTEST:

Gretchen Mercer, City Secretary

To: Joe Price, City Manager
From: Evelyn Ecker, Executive Director Canyon Economic Development Corp.
Date: July 20, 2020
Re: First Reading of Resolution No. 19-2020 With Regards to a Request from Canyon Main Street for Funds to Implement a 12-Month, All-Inclusive Marketing Campaign for Canyon.

The Canyon Economic Development Corporation would like to request the Reading of Resolution No. 19-2020 be placed on the Monday, July 20, 2020 City Commission Agenda.

The CEDC board approved the request for funding during the June 11, 2020 meeting. A public hearing for the project will take place Thursday, July 16, 2020.

This is the fourth year for a planned marketing campaign for Canyon. In the past, we have requested funds to match the hotel occupancy tax allocation that Main Street receives. Due to the COVID-19 pandemic and the loss of HOT revenue, the Board of City Development reached out and asked for a reduction in our allocated funds. With consideration and trying to help other grantees, the CMS turned back the balance of grant funds.

Canyon Main Street requested \$29,845 to complete the marketing campaign for 2020. The budget includes printed media and outdoor advertising for 12 months, graphic design fees, memberships in travel organizations and new light pole banners for 4th Avenue and 23rd Street. The total budget for this year is \$34,600.

Please find attached the Resolution and a draft of the Funding Agreement.

This is the first reading of Resolution No. 19-2020. The Second and Final reading is scheduled for August 3, 2020.

RECOMMENDED MOTION

No motion required at this time.

CANYON ECONOMIC DEVELOPMENT CORPORATION
PROJECT FUNDING AGREEMENT

CANYON MAIN STREET

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 CANYON MAIN STREET, a Texas non-profit corporation duly organized and an existing business under the laws of the State of Texas and qualified to do business in Texas (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 Chapters 501 - 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 will develop a comprehensive marketing plan and purchase advertising for Canyon with a view to enhancing sales tax collections.
 - b. Second party will conduct the campaign from July 2020 through May 2021.
 - c. Project benchmark will include increase in Sales Tax Revenue.
 - d. Funds will be provided from the CEDC marketing account and will be paid into an account to be clearly identified for use in implementing the project.
3. CEDC will provide the following funding if Second Party is not in default hereunder as follows:
 - a. An amount not to exceed \$29,845.
 - 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;
 - iii. compliance with the requirements of the TEXAS DEVELOPMENT CORPORATION ACT; and,

- iv. provided that all obligations of CEDC hereunder shall terminate if Second Party fails to qualify for funding of financial incentives within 12 months from the date this agreement is signed by Second Party (the effective date).
- 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.
- 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 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 direction 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. 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 Second Party pertaining to the transaction contemplated by this agreement shall survive the closing and shall constitute continuing obligations.

Effective Date: _____

CANYON ECONOMIC DEVELOPMENT
CORPORATION

Second Party:
CANYON MAIN STREET

By: _____

Don Lee
President/Chairman
1605 4th Ave
Canyon, TX 79015

By: _____

Evelyn Ecker
Executive Director
301 16th St.
Canyon, TX 79015

RESOLUTION NO. 19-2020

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CANYON APPROVING PROJECT FUNDING AGREEMENT BETWEEN CANYON MAIN STREET AND CANYON ECONOMIC DEVELOPMENT CORPORATION RELATING TO THE CANYON COMPREHENSIVE MARKETING CAMPAIGN.

WHEREAS, on July 16, 2020 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. LOC. GOV'T CODE CHAPTERS 501-505, (“the Act”) to consider a funding agreement the primary purpose of which is advertising budget for an all-inclusive Canyon marketing campaign; and,

WHEREAS, the City Commission of the City of Canyon, Texas, finds it to be in the public interest for CEDC to execute a Project Funding Agreement between the Canyon Economic Development Corporation and The Canyon Main Street, an entity qualified to do business in Texas, on the terms and conditions set forth in the Project Funding Agreement approved by the CEDC board and presented to the City Commission for consideration and approval following a first and second reading;

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

SECTION 1:

That the Project Funding Agreement by and between CEDC and the Canyon Main Street be, and it is hereby approved, and the sales tax revenue collected pursuant to the Act by CEDC subject to the limitations of the Act may be used for the primary purpose of which is advertising budget for an all-inclusive Canyon marketing campaign. 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.

READ in accordance with TEXAS LOCAL GOVERNMENT CODE §505.158 with a quorum of the City Commission duly and lawfully assembled and at a public meeting properly called and noticed in accordance with the Texas Open Meetings Act, on the first (1st) reading, on the 20th of July, 2020.

CITY OF CANYON, TEXAS

GARY HINDERS, Mayor

ATTEST:

Gretchen Mercer, City Secretary

RESOLUTION PASSED AND ADOPTED by the City Commission of the City of Canyon, Texas, with a quorum of the City Commission duly and lawfully assembled and voting and at a public meeting properly called and noticed in accordance with the Texas Open Meetings Act, on the second (2nd) and final reading, on the 3rd of August, 2020.

CITY OF CANYON, TEXAS

GARY HINDERS, Mayor

ATTEST:

Gretchen Mercer, City Secretary

To: Joe Price, City Manager
From: Danny Cornelius, Director of Planning and Development
Date: July 20, 2020
Re: Consider and Take Appropriate Action on the City of Canyon Comprehensive Plan Implementation Matrix and Annual Report.

The City of Canyon adopted a new Comprehensive Plan in 2019. Freese and Nichols, Inc. was hired as the consultant and, with Assistant City Manager Jon Behrens working as the primary staff liaison, guided a City Commission appointed advisory committee, the Planning and Zoning Commission, and the City Commission through a process of study and community engagement. The plan acts as a guide, providing recommended strategies, actions, and policies for community development.

Chapter 9 of the Comprehensive Plan provides an Implementation Matrix which contains specific recommendations to facilitate bringing the plan's vision to reality. Staff has prepared the attached matrix with notes of progress on several actions and policies.

The Planning & Zoning Commission has received and approved this report for presentation to the City Commission.

RECOMMENDED MOTION

This is an informational report only, no motion/action required.



2018 COMPREHENSIVE PLAN IMPLEMENTATION MATRIX

RECOMMENDATION	ACTION & COMMENTS	STATUS
CHAPTER 3: FUTURE LAND USE		
1. UPDATE THE ZONING AND SUBDIVISION REGULATIONS TO MATCH THE RECOMMENDATIONS OF THIS COMPREHENSIVE PLAN		
Review all recommended code updates with the Planning and Zoning Commission and City Commission. (P&D)	In process. Staff is working with Freese & Nichols, Inc. to draft total revisions to the Zoning and Subdivision Ordinances.	In process
Update the zoning and subdivision regulations (either a complete re-write or specific updates based on guidance from the City Commission). (P&Z, P&D, CC, PW)	In process with draft Zoning and Subdivision Ordinances.	In process
2. PROMOTE THE DEVELOPMENT OF KEY GATEWAYS AND NODES FOR NON-RESIDENTIAL DEVELOPMENT.		
Focus non-residential development in a nodal pattern around key, high visibility intersections: FM 3331/IH-27, 4 th /IH-27, and areas north of W Country Club Road. (P&Z, CC, P&D)	A node is a hub outside of the city center. Containing activity and infrastructure to support it, such as residential, commercial and retail buildings. Developments such as Madison Park and Spring Canyon provide for commercial and retail uses to serve the residential areas.	Ongoing
Update the zoning regulations to require higher standards for non-residential uses such as retail and commercial uses. (P&Z, CC, P&D, B&CD)	In process with draft Zoning Ordinance.	In process
3. CREATE FAMILY-ORIENTED VENUES AND GATHERING PLACES.		
Consider options for multi-purpose uses in future public facilities that would allow for		Not started



2018 COMPREHENSIVE PLAN IMPLEMENTATION MATRIX

RECOMMENDATION	ACTION & COMMENTS	STATUS
youth activities or space for event rentals. (Parks, PW, P&D)		
Work with the EDC to provide incentives to businesses that cater to youth and entertainment options. (B&CD, P&D)		Not started
Continue to monitor areas that are appropriate for a convention center and work with other entities for joint funding partnerships (West Texas A&M University, Canyon ISD, and/or Canyon EDC). (B&CD, P&D)	Discussions have occurred in the past. No recent movement associated with this item.	Initiated
4. CONTINUE TO WORK WITH THE EDC TO PROMOTE NEW BUSINESS.		
Educate the EDC staff about the new Future Land Use Map and associated policies. (P&D)	Initial presentation 7/19. Should occur on an annual basis.	Ongoing
Designate a City representative to attend all EDC meetings. (CM)		
Assist in speeding up the development review process and/or waiving development fees for the new businesses that align with the goals and actions of this Plan. (P&D)	In process with draft Subdivision Ordinance and Development Guide. Staff has implemented several initiatives including written procedures/workflow and regularly scheduled weekly meeting where multiple department representatives are available for contractors, developers, architects, etc. to discuss projects.	Ongoing



2018 COMPREHENSIVE PLAN IMPLEMENTATION MATRIX

RECOMMENDATION	ACTION & COMMENTS	STATUS
5. FOCUS KEY NON-RESIDENTIAL REDEVELOPMENT EFFORTS AROUND THE PROMINENT THOROUGHFARES AND INTERSECTIONS, INCLUDING THE INTERSECTION OF 4TH AVENUE AND 23RD STREET.		
Create a redevelopment plan/policy for key thoroughfares/intersections. (PW, P&D, CC)		Not started
Work with EDC to bring target business to these areas. (B&CD, CEDC, CM)		Ongoing
Consider purchasing properties in these areas, as they become available. (P&D, B&CD)		Ongoing
Adopt specific design standards for these areas to set them apart. (P&Z, P&D, CC)	The draft Zoning Ordinance will provide for a Main Street Overlay District containing all Main Street designated areas including, but not limited to, 4 th Ave & 23 rd Street.	In process
6. CREATE ORDINANCES TO PROTECT FLOODPLAINS.		
Coordinate with the Planning and Development staff to review existing floodplain ordinances. (P&D)	The current ordinance is following all NFIP requirements including an additional 1' freeboard requirement for all new construction and substantially improved structures.	Ongoing
Identify potential updates and review with the Planning and Zoning Commission and the City Commission. (P&D)	Discuss any potential updates with the P&Z.	Ongoing



2018 COMPREHENSIVE PLAN IMPLEMENTATION MATRIX

RECOMMENDATION	ACTION & COMMENTS	STATUS
7. CONTINUE TO DEVELOP PUBLIC USES NORTH OF THE SQUARE.		
Consider this area for all future public facilities. (P&D, CM, CC, CM, ACM)	Discussing potential civic complex expansion.	Ongoing
Brand the area as a municipal complex, with consistent signage and way-finding. (P&D, CM, ACM)		Not started
Develop the property north of City Hall for future expansion of the Civic Complex. (CM,CC, PW)	Preliminary discussions have occurred.	Initiated
8. PROMOTE RURAL LAND USES THAT WILL HAVE LIMITED OR NO CITY SERVICES.		
Through the subdivision ordinance, allow for rural residential lots with septic sewer and well water. (P&D)	Draft Subdivision Ordinance is in process.	In process
9. BEGIN TO MAKE INFRASTRUCTURE UPGRADES IN THE DOWNTOWN AREA.		
Before making upgrades, define the exact boundaries of the downtown area. (P&D, PW, CC, City E)	Development stages for Downtown Master Plan Project.	In process
Budget for sidewalk repairs every year to bring sidewalks up to ADA standards. (CM, CC, PW)	Downtown Master Plan Project and CIP will include sidewalk projects.	Not started
Study the downtown drainage issues and budget for improvements. (CM, CC, PW)	Applying for the TxCDBG Main Street Revitalization Program Fall 2020.	In process



2018 COMPREHENSIVE PLAN IMPLEMENTATION MATRIX

RECOMMENDATION	ACTION & COMMENTS	STATUS
Continue to implement the actions from the Downtown Streetscape Master Plan. (CM, CC, PW)	Currently in development stages for Downtown Master Plan Project.	In process
10. PROMOTE LOW DENSITY RESIDENTIAL DEVELOPMENT IN THE ETJ.		
Adopt an ordinance requiring annexation into the City for water and wastewater service. (CM, CC)	Discussion has occurred.	Initiated
Through the subdivision regulations, require the same level of standards in the ETJ that are required in the City. (P&Z, CC, P&D)	Ordinance No. 1100	Complete – Ordinance No. 1100 – Adopted November 5, 2018.
Study the feasibility of annexing some of the recommended growth areas in the next five years. (P&D)	HB 347 largely prohibits annexation unless by owner consent. When in the City’s best interest, growth areas will be encouraged to annex in accordance with state law and local ordinances.	Ongoing with legislative restrictions
11. EXPAND LIGHT INDUSTRIAL USES ALONG HIGHWAY 60.		
Rezone vacant land in this area to light industrial. (P&Z, P&D)	The CEDC has purchased some property in this area. As development occurs, the land will be appropriately zoned.	Ongoing
Work with EDC to promote these areas to future industries. (B&CD, CM)	No formal discussions specifically related to this area.	Not started
Consider incentives, like reduced or waived development fees. (B&CD, P&D, CM)	No discussions related to this concept.	Not started



2018 COMPREHENSIVE PLAN IMPLEMENTATION MATRIX

RECOMMENDATION	ACTION & COMMENTS	STATUS
CHAPTER 4: TRANSPORTATION		
1. UPDATE AND STREAMLINE THOROUGHFARE DOCUMENTS.		
Verify the City has active functional classifications and roadways standards. If so, update the elements to reflect the currently understood regulations and coordinate updates between all City documents, including, but not limited to the Code of Ordinances, subdivision regulations, and Comprehensive Plan to ensure consistency. The City should formulate and adopt these standards if they are not currently active. (P&D, PW)	Currently discussing further development of Thoroughfare Plan which will be part of the Multimodal Plan that the Amarillo Area MPO is about to initiate.	In process
Develop cross sections to accompany the City's roadway design standards. (PW)	Updated Subdivision Ordinance and specifications will include this information.	In process
Create a map of City roads and their corresponding roadway classification. (PW)	Updated Subdivision Ordinance will clarify the roadway classifications.	In process
Conduct an annual review of the Thoroughfare Plan Map to ensure that it reflects future land use policies and planned roadway and transportation policies. (PW)	Plan to be updated and then regular review will occur.	Not started
2. CONTINUE TO ADDRESS TRAFFIC AND TRANSPORTATION ISSUES WITHIN THE COMMUNITY.		
BRICK STREETS: Through a survey or other means of public outreach, identify whether the community would like to expand or consolidate the City's brick streets. Identify and prioritize the roadways that should be modified. Any	Downtown Master Plan will assist in defining downtown district and provide guidance related to the future of various blocks of streets.	In process



2018 COMPREHENSIVE PLAN IMPLEMENTATION MATRIX

RECOMMENDATION	ACTION & COMMENTS	STATUS
bricks that are removed should be recycled for infill. It is recommended that the City consider the brick streets on 4 th and 5 th Avenues and 15 th and 16 th Streets first. (P&D, PW)		
23 RD STREET AND 4 TH AVENUE: Initiate a traffic operational study to identify specific issues and evaluate strategies to address congestion. One consideration could be to improve and widen parallel routes. (PW)	To be addressed in updated Thoroughfare Plan.	Not Started
PARKING: Consider parking demand impacts in coordination with ongoing and future traffic and traffic studies. Create a long-term strategy to meet parking demands by identifying options including on and off-street parking and shared parking. (P&D, PW, B&CD)	Downtown Master Plan will include a Traffic Study and should provide guidance for the future in this area.	In process
BIKE LANES: Conduct a bike study to better understand bike usage and demand, as well as identify the best options for routes. (P&D, PW)	Studies yet to be completed. Bike lanes have been designated along Russell Long Blvd. Preliminary discussions have occurred related to possible bike routes. Thoroughfare plan should be multimodal.	Initiated
US 87 AT IH 27: Add acceleration and deceleration lanes along IH 27 SB frontage road and add a frontage road/off-ramp on I-27 north of FM 3331 and a connection to W. Country Club Road. (PW)	TxDOT owned roadways. The City now has a voting representative to the area MPO. This gives the City a voice in future TxDOT projects.	Ongoing
FM 2590: Conduct a corridor study to develop and evaluate strategies to alleviate traffic safety and operational issues; two strategies to be included could be adding acceleration	TxDOT owned roadway. The City now has a voting representative to the area MPO. This gives the City a voice in future TxDOT	Ongoing



2018 COMPREHENSIVE PLAN IMPLEMENTATION MATRIX

RECOMMENDATION	ACTION & COMMENTS	STATUS
and deceleration lanes at appropriate locations. (PW)	projects. Amarillo Area MPO currently evaluating projects for this corridor.	
3. INCORPORATE COMPLETE STREET TREATMENTS IN FUTURE PROJECTS.		
Reference the Complete Street Treatments and identify the suitable treatments for each roadway project. (P&D, PW)	In development.	In process
Prioritize roadways and areas to receive complete street improvements. Hire a grant coordinator or consultant to identify transportation funding sources, create a funding strategy, and timeline for improvements. (CM, P&Z, P&D, PW)	No action taken at this time.	Not Started
Coordinate with TxDOT regarding improvements to State-owned roadways as well as planned and future projects. (PW, CM)	The Spur 48 (Russell Long Blvd) project was recently completed (3/20) in coordination with TxDOT and WTAMU.	Ongoing
Create an internal process to ensure that opportunities for roadway improvements are considered in conjunction with planned roadway repairs, expansions, or extensions. (PW, CM)	Discussed. Process to be defined.	Initiated
4. COORDINATE THOROUGHFARE PLANNING WITH REGIONAL AND STATE AGENCIES.		
Coordinate with TxDOT regarding any improvements or extension of local roads that could impact State-owned roads. One example is the possible extension of Valleyview (local roadway) to FM 3331 (TxDOT roadway). (P&D, PW, CM)	Staff will remain in contact with TxDOT and coordinate efforts when opportunities exist.	Ongoing



2018 COMPREHENSIVE PLAN IMPLEMENTATION MATRIX

RECOMMENDATION	ACTION & COMMENTS	STATUS
Coordinate with TxDOT and the MPO to identify cost-sharing or grant opportunities for transportation-related projects and to ensure that planning efforts within the City are accurately reflected in regional planning initiatives. (P&D, PW)	The City now has a voting representative to the area MPO. This gives the City a voice in future TxDOT projects.	Ongoing
CHAPTER 5: UTILITIES & INFRASTRUCTURE		
1. UPDATE UTILITY PLANS REGULARLY, IN COORDINATION WITH THE FUTURE LAND USE PLAN.		
Review all utility plans each time the Future Land Use Plan is updated, and make updates as needed (and vice versa). (P&D, PW)	Utilities will be reviewed as the plan is updated. Water and Sewer studies reviewed and considered early in all development discussions.	Ongoing
2. FORMALIZE A CAPITAL IMPROVEMENTS PROGRAM (CIP).		
Educate the P&Z and City Commission on the process of capital improvement programming and solicit their feedback. (CM)	Preparation for CIP is underway (6/20). City Commission and staff have discussed the plan and staff is working with CE related to cost and format.	Ongoing/Completed
To move forward with implementing a CIP, obtain permission from the City Commission. (CM)	Workshop held and staff developing concept.	In process
Work with a consultant to develop a long and short-range CIP specifically tailored to Canyon. (CM)	Preparation for CIP is underway (6/20). City Commission and staff have discussed the plan and staff is working with CE related to cost and format.	In process
Include the top priority infrastructure projects identified on page 121. (CM)	CIP will assist with this prioritization.	In process



2018 COMPREHENSIVE PLAN IMPLEMENTATION MATRIX

RECOMMENDATION	ACTION & COMMENTS	STATUS
3. CONSIDER THE FEASIBILITY OF AN IMPACT FEE PROGRAM TO FUND FUTURE INFRASTRUCTURE.		
Review State law regarding impact fees and/or have an internal staff educational seminar. (P&D, PW, CM)	Staff has entered into an agreement with Verdunity, Inc. to study the fiscal impact of developments (6/20). Verdunity will also be providing a fiscally-informed planning workshop.	In process
Educate the P&Z and City Commission on the process of impact fees and solicit their feedback. (P&D, PW, CM)	Initial step are Verdunity studies and workshop (6/20).	In process
4. DEVELOP AN ASSET MANAGEMENT PROGRAM.		
Conduct a street condition inventory. (PW)	Discussion has occurred. Future budget item.	Initiated
Conduct a water/wastewater condition inventory. (PW)	No action at this time.	Not Started
Rank necessary projects for updating aging facilities based on current effectiveness and maintenance needs. (CM, PW)	CIP will assist in prioritization of projects.	Initiated
CHAPTER 6: PUBLIC FACILITIES		
1. MONITOR GROWTH AND PLAN FOR PUBLIC FACILITIES, AS NEEDED, TO MEET POPULATION DEMAND.		
Monitor population projections and track estimated population based on yearly building permits. (P&D)	The Planning and Development Department will continue to track	Ongoing
Adopt standards for each public facility type that operates on a service area. (PW, P&D)	No action.	Not started



2018 COMPREHENSIVE PLAN IMPLEMENTATION MATRIX

RECOMMENDATION	ACTION & COMMENTS	STATUS
Budget for new or updated public facilities in the Capital Improvement Program years in advance of the population growth. (CM, CC, PW)	CIP is in process. Discussions occurring related to future facilities.	Ongoing
2. IMPLEMENT PLANS FOR THE NEW POLICE DEPARTMENT.		
Continue working with the Police Department and the architectural consultant to finalize the plans. (CM, CC, PW, ACM)	Discussions to occur Fall 20 and will ongoing with Police staff. Architect will not be involved until CM/Commission advises staff to do so.	Initiated
Present plans to the City Commission to obtain approval for funding, construction, etc. (CM, CC, PW)	Will occur at the appropriate time.	Not Started
Begin to develop a plan to utilize the current Police Department space to house other City departments after the new facility is constructed. (CM, PW, ACM)	Preliminary plans and drawings exist related to renovations to City Hall which may occur if a Police Department is built.	Initiated
3. MAINTAIN HIGH QUALITY STANDARDS FOR ALL PUBLIC FACILITIES.		
For all new public facilities, follow the updated non-residential design guidelines, as appropriate. (P&D)	Staff will continue to follow the latest design guidelines.	Ongoing
Identify upgrades to existing public facilities and budget for the improvements over the next five years. (CM, CC, PW)	Creation of CIP is in process. Projects to be determined.	Initiated



2018 COMPREHENSIVE PLAN IMPLEMENTATION MATRIX

RECOMMENDATION	ACTION & COMMENTS	STATUS
4. COORDINATE WITH RANDALL COUNTY ABOUT THE FUTURE OF THE COURTHOUSE.		
Identify a City staff member, along with other community advocates, to regularly meet with a point of contact at the County to discuss partnerships and future options for the Courthouse; Present ideas to the County Commissioner's Court as needed. (CC)	No action.	Not Started
Allocate funds, as appropriate, to assist with any future efforts or partnerships related to the County Courthouse. (CM, CC)	No action.	Not Started
Establish a taskforce committee from key governmental entities to address key issues such as the Courthouse. (CM)	No action.	Not Started
CHAPTER 7: HOUSING AND NEIGHBORHOODS		
1. PROTECT EXISTING NEIGHBORHOODS		
Develop infill standards that protect the look and feel of existing neighborhoods. (P&D, P&Z, CC)	Draft Zoning Ordinance in process.	In process and ongoing
Update zoning ordinance to ensure that adjacency standards are included for protecting residential areas that are near commercial or retail areas. (P&D, P&Z, CC)	Draft Zoning Ordinance is in process. Adjacency standards are included.	In process
Encourage housing maintenance strategies and neighborhood associations within existing neighborhoods to increase community involvement and buy-in. (P&D, B&CD)	No action.	Not Started



2018 COMPREHENSIVE PLAN IMPLEMENTATION MATRIX

RECOMMENDATION	ACTION & COMMENTS	STATUS
2. IMPLEMENT PROACTIVE CODE ENFORCEMENT.		
Develop a neighborhood engagement plan the Planning and Development department can use as a proactive tool. (P&D)	In process – Water bill inserts, articles, social media.	Ongoing
Research the latest softwares for code enforcement departments. (P&D)	Currently researching products and funding tools.	In process
3. IMPLEMENT HOME MAINTAINANCE STRATEGIES.		
With City Staff and City Commission direction, pick a few programs and implement them annually or on an on-going basis. (P&D, CC, P&Z)	No action.	Not Started
Establish a quantitative annual goal (i.e. rehabilitate three houses/year). (CM, CC)	No action.	Not Started
Hire a grant coordinator to identify and pursue funding opportunities for housing and neighborhood preservation. (CM, P&D)	No action.	Not Started
4. ADOPT UPDATED GUIDELINES FOR NEW SINGLE-FAMILY HOMES.		
Review the residential portion of the zoning ordinance and identify any deficiencies; Update to ensure that housing recommendations in this Plan can be enforced. (P&D, CC, P&Z)	In process with Draft Zoning Ordinance.	In process
5. ALLOW FOR SUBDIVISIONS WITH A MIXTURE OF DIFFERENT LOT SIZES, HOUSING TYPES, AND AMENITIES.		
Create a residential zoning category that will allow for development with a variety of lot	In process with Draft Zoning Ordinance	In process



2018 COMPREHENSIVE PLAN IMPLEMENTATION MATRIX

RECOMMENDATION	ACTION & COMMENTS	STATUS
sizes and housing types (i.e. Single-family with townhomes). (P&D, CC, P&Z)		
6. PROMOTE TARGET AREAS FOR RESIDENTIAL DENSITY.		
Promote higher residential densities along Valley View Rd and Highway 60. (P&D, B&CD)	No action.	Not Started
7. DEVELOP PROTYPE HOUSING IDEAS.		
Create a development guidebook with pictures of desired housing products for Canyon; Include desired building materials and other aesthetic elements. (P&D)	No action.	Not Started
CHAPTER 8: COMMUNITY LIVABILITY		
1. UPDATE THE ZONING AND SUBDIVISION REGULATIONS.		
Include land use compatibility mechanisms between nonresidential and residential uses. (P&D, CC, P&Z)	In process with the Draft Zoning Ordinance	In process
FACADES: Add requirements for sign materials (100% masonry/stone or compatible with the materials of the primary building). (P&D, CC, P&Z)	Need to amend the Draft Zoning Ordinance.	In process
SCREENING: Require all waste receptacles and outside storage areas within view from the Right-of-Way be screened from public view with a masonry wall on three sides, a metal door, and landscaping features. Receptacles should not be located in the required parking areas. (P&D, CC, P&Z)	In process with the Draft Zoning Ordinance.	In process



2018 COMPREHENSIVE PLAN IMPLEMENTATION MATRIX

RECOMMENDATION	ACTION & COMMENTS	STATUS
LANDSCAPING: Adopt more comprehensive landscaping regulations to conserve water and improve the aesthetic quality of nonresidential development. Develop an approved plant list with native and drought-tolerant plants. (P&D, CC, P&Z)	In process with the Draft Zoning Ordinance.	In process
TREES: Amend the tree ordinance to identify the appropriate party responsible for removal of dead trees from private property, but work with the community to develop cost-sharing and maintenance and assistance programs. (P&D, CC, P&Z)	No action.	Not Started
2. ADOPT A PARKLAND DEDICATION ORDINANCE.		
Review existing PDOs in Texas and consult studies from institutions such as Texas A&M RPTS Extension Service and identify the best practices that are appropriate for Canyon; Continue to draft the PDO and update the Parks Advisory Committee, P&Z, and City Commission on a regular basis, including a review of any eventual draft ordinance to solicit their feedback. (Parks, ACM, CM)	Reviewed completed and draft ordinance provided to City Manager in 2018.	In process
Formally adopt a parkland dedication ordinance as a part of the subdivision regulations. (P&D, CC, P&Z)	Discussion and draft provided to City Manager in 2018.	In process
Train the appropriate staff on the implementation of the program and assessing the fees. (P&D)	No action.	Not Started



2018 COMPREHENSIVE PLAN IMPLEMENTATION MATRIX

RECOMMENDATION	ACTION & COMMENTS	STATUS
3. ESTABLISH A DEAD TREE REMOVAL PROGRAM.		
Obtain permission from the City Commission to develop the program and consider establishing a task force of partners and stakeholders. (P&D, PW)	No action.	Not Started
4. IMPLEMENT COMMUNITY CHARACTER AND BRANDING ENHANCEMENTS.		
Develop a plan which prioritizes and designs the major gateways and finance projects as funds become available. (P&D, PW)	CIP will include possible related projects.	Initiated
Identify opportunities to highlight Canyon's heritage through continued historic preservation and incorporation of the historic inventory into branding and gateway strategies. (P&D)	CIP will include possible related projects.	Not Started
Consider priority gateway and branding initiatives as part of complete street improvements. (PW)	CIP will include possible related projects.	Initiated
Ensure that opportunities for roadway improvements are considered in conjunction with planned roadway repairs, expansions, or extensions. (PW)	Staff will continue to discuss.	Ongoing

Completed

Ongoing

In process

Initiated

Not started

The recommendation has been accomplished

The recommendation is in place, but is not a one-time activity

The recommendation is underway with an expected completion

Some work has been done on the recommendation, but there is not an active effort underway

No efforts have been made



FY 2020 – 2021 Budget & Tax Rate Calendar

Goal & Objective Setting Phase

April 16 th – 24 th	Staff Meetings by Departments to discuss Missions, Goals & Objectives, Accomplishments and Performance Measures.
May 6 th	Draft Missions, Goals & Objectives, Accomplishments and Performance Measures due.
May 13 th	Administration feedback on Draft Missions, Goals & Objectives, Accomplishments and Performance Measures provide to departments.
May 27 th	Final Missions, Goals & Objectives, Accomplishments and Performance Measures due

Financial Phase

May 29 th	Staff Budget Meeting
May 29 th – June 10 th	Staff Budget Meetings by Department
May 20 th	Begin Staff Budget for Line Item & Capital Requests
June 22 nd	Staff Budget / Budget Requests DUE
July 16 th	Budget Council Work Session (Optional)
July 25 th	Deadline for Certified Tax Rolls (PRAD)
July 31 th	Proposed Budget filed with City Secretary (LGC 102.005) Certification of anticipated collection rate (County) Calculation of effective and rollback tax rates (County)
August 3 rd	Budget Council Work Session (Optional)

Budget Adoption Phase

August 7 th	City must post notice on the city's website, in the form prescribed by the comptroller, the following: (1) the no-new-revenue tax rate and the voter-approval tax rate, along with an explanation of how they were calculated;
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(2) the estimated amount of interest and sinking fund balances and the estimated amount of maintenance and operation or general fund balances remaining at the end of the current fiscal year that are not encumbered with or by corresponding existing debt obligations; and

(3) a schedule of the city's debt obligations.

- August 17th Receive Budget and schedule public hearing for Sept. 7th
Discuss tax rate; take record vote to place tax rate on agenda; schedule one public hearing for Sept. 21st (if required)
Budget Work Session - Optional
- August 17th DEADLINE to Call for an Election (November); if Canyon adopts a tax rate that exceeds the greater of the taxing unit's *voter-approval tax rate* or *de minimis rate*

(If Canyon adopts a tax rate that exceeds the *voter approval tax rate* (3.5%) but not the *de minimis rate*, the voters would be required to petition for a tax approval election instead of the city being required to hold an automatic election)
- August 22nd Publish notice of public hearing on proposed Budget at least 10 days before P.H. Before August 23rd, publish notice of proposed tax rate if the proposed rate is less than or equal to the effective rate or publish notice of proposed tax rate and dates of public hearings if the proposed rate is more than the effective rate.
- August 24th DEADLINE to adopt a tax rate that exceeds the *voter approval tax rate* (3.5%) (71st day before the November uniform election date) [Budget Must Be Adopted Prior to the Date, if tax rate exceeds the voter-approval rate but not the *de minimis rate*]
- Sept. 7th -Conduct public hearing on Budget
-Ordinance in support of Budget (Record Vote)
30th day before the date the governing body of the municipality makes its tax levy for the fiscal year (must file a month in advance)
-Ratification Vote if a budget will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget (Record Vote) (if required)
-Ordinance adjusting/increasing/ Schedule of Rates & Fees
-Announce date, time, and place of vote on tax rate
- Sept. 21st Conduct public hearing on proposed tax rate (if required)
-Ordinance adopting a tax rate (If tax increase) (Record Vote)