

## 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 Monday, the 5<sup>th</sup> day of June 2023 in the Commission Chambers of City Hall at 301 16th Street in the City of Canyon to discuss the following agenda items.

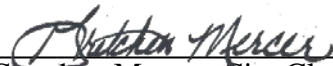
The meeting is broadcast on [YouTube](#). YouTube does provide closed captioning on the recorded video, it is not provided real-time.

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Approval of the Minutes of the Meeting of May 15, 2023.
5. Public Comment – Comments from Interested Citizens.
6. Oath of Office for Mayor Place 1, and Commissioners Place 2, 3, 4, and 5, Duly Elected for the Purposes of the May 6, 2023 General Election.
7. Consider and Take Appropriate Action on Election of Mayor Pro-Tem for the City of Canyon Commission.
8. Consider and Take Appropriate Action on Ratification of a Declaration of Local Disaster Related to Severe Weather and Prolonged Flooding as Signed by Mayor Hinders June 1, 2023.
9. Consider and Take Appropriate Action on Second and Final Reading of Resolution No. 22-2023. A Resolution of the City Commission of the City of Canyon Approving a Project Funding Agreement Between Llano Palo Duro II, LLC and Canyon Economic Development Corporation Relating to Direct Financial Assistance for New Fast Food Retail Establishment in Canyon located at 100 23<sup>rd</sup> Street.
10. Consider and Take Appropriate Action on Second and Final Reading of Resolution No. 23-2023. A Resolution of the City Commission of the City of Canyon Approving a Project Funding Agreement Between All Who Wander, LLC dba Palo Duro Outfitters, and Canyon Economic Development Corporation Relating to Direct Financial Assistance and Job Incentives for Business Expansion in Canyon.
11. Consider and Take Appropriate Action on Second and Final Reading of Resolution No. 24-2023, A Resolution of the City Commission of the City of Canyon Approving a Project Funding Agreement Between Pondaseta Brewing Co. LLC and Canyon Economic Development Corporation Relating to Direct Financial Assistance and Job Incentives for New Business in Canyon.
12. Consider and Take Appropriate Action on Amended and Restated Amarillo Area Public Health District Cooperative Agreement.
13. Consider and Take Appropriate Action on Resolution No. 25-2023, A Resolution of the City Commission of the City of Canyon, Texas Prescribing Limitations on Parking or Standing Motor Vehicles or Trailers During Parade to be Held July 4, 2023, in the City of Canyon.
14. Consider and Take Appropriate Action on Resolution No. 26-2023, A Resolution of the City Commission of the City of Canyon, Texas, Granting Exclusive Management Rights to the Canyon Chamber of Commerce Over the Downtown Square, Conner Park and Public Areas In and Around These Areas During the Annual Fourth of July Celebration July 4, 2023.

15. Executive Session Pursuant to §551.071 Consultation with Attorney, §551.072 Deliberation Regarding Real Property, §551.072 Appointments to Boards and Commissions (Canyon Fire Department Pension Board) and §551.087 Deliberation Regarding Economic Development Negotiations.
16. Consider and Take Appropriate Action on Items Discussed in Executive Session.
17. Adjourn.

  
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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 2<sup>nd</sup> day of June 2023.

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

The City Commission of the City of Canyon met at 4:30 pm 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, Kelsey Ward, and Paul Lyons. Commissioner Randy Ray was unable to attend.

Also present were the following City Staff: City Manager Joe Price, Assistant City Manager Jon Behrens, Director of Public Works Dan Reese, Water Superintendent Eric Whitten, Planning and Development Director Lucas Raley, Assistant Planning and Development Director Craig Brown, Planning and Development Building Inspector Stan Barnard, Communications Director Megan Nelson, Fire Chief Dennis Gwyn, Economic Development Director Stephanie Tucker, Business and Community Development Admin Assistant Brittney Bates, Purchasing Manager Beau Boyer, Police Chief Steven Brush, Police Captain Matt Coggins, and City Attorney Chuck Hester.

Item 1. Call to Order.

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

Item 2. Invocation.

Commissioner Ward 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 of May 1, 2023.

Commissioner Ward moved, duly seconded by Mayor Pro-Tem Jones to approve the minutes of May 1, 2023 as presented. Motion carried unanimously.

Item 5. Public Comment – Comments from Interested Citizens

Mayor Hinders acknowledged Commissioner Ward thanking her for her service to the citizens of Canyon.

Item 6. First Reading of Resolution No. 22-2023. A Resolution of the City Commission of the City of Canyon Approving a Project Funding Agreement Between Llano Palo Duro II, LLC and Canyon Economic Development Corporation Relating to Direct Financial Assistance for New Fast Food Retail Establishment in Canyon located at 100 23<sup>rd</sup> Street.

Director of Economic Development Stephanie Tucker presented Resolution No. 22-2023 for the first of two required readings. Ms. Tucker said the Canyon Economic Development Corporation approved project funding for the Llano Palo Duro II, LLC for direct financial assistance for a new fast food business located at 100 23<sup>rd</sup> Street in Canyon. Ms. Tucker said the CEDC held a public hearing May 11, 2023 with no opposition. Ms. Tucker said the total funding approved is \$100,000.

No action required, first reading only.

RESOLUTION NO. 22-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CANYON APPROVING A PROJECT FUNDING AGREEMENT BETWEEN LLANO PALO DURO II, LLC AND CANYON ECONOMIC DEVELOPMENT CORPORATION RELATING TO DIRECT FINANCIAL ASSISTANCE FOR NEW BUSINESS IN CANYON.

- Item 7. First Reading of Resolution No. 23-2023. A Resolution of the City Commission of the City of Canyon Approving a Project Funding Agreement Between All Who Wander, LLC dba Palo Duro Outfitters, and Canyon Economic Development Corporation Relating to Direct Financial Assistance and Job Incentives for Business Expansion in Canyon.

Director of Economic Development Stephanie Tucker presented Resolution No.23-2023 for the first of two required readings. Ms. Tucker said the Canyon Economic Development Corporation approved project funding for All Who Wander, LLC for direct financial assistance and job incentives for business expansion of Palo Duro Outfitters with a total funding request of \$127,000. Ms. Tucker said a public hearing was held at the CEDC meeting May 11, 2023 with no opposition.

No action required, first reading only.

RESOLUTION NO. 23-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CANYON APPROVING A PROJECT FUNDING AGREEMENT BETWEEN ALL WHO WANDER, LLC AND CANYON ECONOMIC DEVELOPMENT CORPORATION RELATING TO DIRECT FINANCIAL ASSISTANCE AND JOB INCENTIVES FOR BUSINESS EXPANSION IN CANYON.

- Item 8. First Reading of Resolution No. 24-2023, A Resolution of the City Commission of the City of Canyon Approving a Project Funding Agreement Between Pondaseta Brewing Co. LLC and Canyon Economic Development Corporation Relating to Direct Financial Assistance and Job Incentives for New Business in Canyon.

Director of Economic Development Stephanie Tucker presented Resolution No.24-2023 for the first of two required readings. Ms. Tucker said the Canyon Economic Development Corporation approved project funding for Pondaseta Brewing Co., LLC for direct financial assistance and job incentives for new business in Canyon for a total funding of \$200,000. Ms. Tucker said a public hearing was held at the CEDC meeting May 11, 2023 with no opposition.

No action required, first reading only.

RESOLUTION NO. 24-2023

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CANYON APPROVING A PROJECT FUNDING AGREEMENT BETWEEN PONDASETA BREWING CO., LLC AND CANYON

ECONOMIC DEVELOPMENT CORPORATION RELATING TO  
DIRECT FINANCIAL ASSISTANCE AND JOB INCENTIVES FOR  
NEW BUSINESS IN CANYON.

Item 9. Consider and Take Appropriate Action on 380 Agreement Between the City of Canyon and Pondaseta Brewing Co., LLC a Texas Limited Liability Company.

City Manager Joe Price presented a 380 Agreement between the City of Canyon and Pondaseta Brewing Co. Mr. Price stated he and EDC Director Stephanie Tucker met with the owners of Pondaseta Brewing Co. and both parties agreed on the 380 agreement and covenants. Mr. Price noted this would be the first 380 agreement in the City of Canyon. Commissioner Lyons asked if Pondaseta Brewing Co. was happy with the agreement and they said they were.

After discussion, Mayor Pro-Tem Jones moved, duly seconded by Commissioner Ward to approve the City of Canyon Chapter 380 Agreement for Economic Development Incentives between the City of Canyon and Pondaseta Brewing Co., LLC as presented. Motion carried with Mayor Hinders abstaining.

Item 10. Consider and Take Appropriate Action on a Plat for Rocky Ridge Unit No. 2A, a Replat of a Subdivision Within the Extraterritorial Jurisdiction of the City of Canyon.

Director of Planning and Development Lucas Raley presented a replat for Rocky Ridge Unit No. 2A for consideration. Mr. Raley said Ty Roberts, the landowner of Rocky Ridge 2A, submitted the replat for dedicating driveway access road between two previously platted lots off of Highway 60 for a residential development that is in the planning stages. Mr. Raley said the property is not in the City Limits of Canyon, but is in the ETJ where the City of Canyon has authority to approve plats.

After discussion, Commissioner Ward moved, duly seconded by Mayor Pro-Tem Jones to approve the replat of Rocky Ridge Unit 2A. Motion carried unanimously.

Item 11. Consider and Take Appropriate Action on the Canyon Police Department 2022 Annual Report and 2022 Racial Profiling Report.

Chief of Police Steve Brush presented the Canyon Police Department 2022 Annual Report and 2022 Racial Profiling Report in accordance with City Ordinance 70.58.

After discussion, Commissioner Jones moved, duly seconded by Commissioner Ward to approve the Annual Report and Racial Profiling Report for 2022 as presented. Motion carried unanimously.

Commissioners commended the Police Department on doing a great job for the citizens of Canyon.

Item 12. Presentation of CIP from Purchasing Manager Beau Boyer.

Purchasing Manager Beau Boyer presented the Capital Improvement Plan with a brief overview of the process and scoring to create the preliminary fiscal year 2023-2024 project funding priorities.

No action required, informational only.

Item 13. Consider and Take Appropriate Action on Purchase of a Wastewater Department Truck.

Purchasing Manager Beau Boyer presented the proposed purchase of a truck for the Wastewater Department. Mr. Boyer said \$55,000 was budgeted in the 2022-2023 capital equipment fund budget, but the actual price was \$55,192. Mr. Boyer said the new truck would replace a 10-year old Chevrolet truck.

After discussion, Mayor Pro-Tem Jones moved, duly seconded by Commissioner Ward to authorize City Staff to purchase a truck for the Wastewater Department for \$55,192. Motion carried unanimously.

Item 14. Executive Session Pursuant to §551.071 Consultation with Attorney, §551.072 Deliberation Regarding Real Property, and §551.087 Deliberation Regarding Economic Development Negotiations.

Mayor Hinders indicated the City Commission would adjourn into Executive Session at 5:20 pm.

Item 15. Consider and Take Appropriate Action on Items Discussed in Executive Session.

Upon returning from Executive Session at 7:18 pm with no action taken.

Item 16. Adjourn.

There being no further business, Mayor Pro-Tem Jones moved this meeting be adjourned at 7:18 pm.

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Gary Hinders, Mayor

ATTEST:

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Gretchen Mercer, City Secretary

To: Joe Price, City Manager  
From: Gretchen Mercer, City Secretary  
Date: June 5, 2023  
Re: Oath of Office for Mayor Place 1, and Commissioners Place 2, 3, 4, and 5, Duly Elected for Purposes of the May 6, 2023 General Election.

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Congratulations to each of you and welcome to our new City Commissioners Robyn Cranmer and Danny Potter.

Thank you to Mayor Gary Hinders and Commissioners Cody Jones, and Paul Lyons for continuing to serve the Citizens of Canyon.

I would also like to thank Commissioner Randy Ray for 4 years and Commissioner Kelsey Ward for 2 years of service to the Citizens of Canyon.

All you have done, and continue to do for Canyon is noticed and appreciated. Thank you!

I have completed the Certificate of Unopposed Candidates and each of you will receive a Certificate of Election as prescribed by the Secretary of State. You may keep this or I can keep it in my files.

City Attorney Chuck Hester will administer the "Statement of Elected Officer" and the "Oath of Office to each of you individually. Once signed, I will keep these in my files.

After everyone is sworn in, you will take your respective seats at the dais and the Commission meeting will commence.

Family and Friends are welcome to attend the meeting and take photos.

Please contact me with any question.

To: Joe Price, City Manager  
From: Gretchen Mercer, City Secretary  
Date: June 5, 2023  
Re: Consider and Take Appropriate Action on Election of Mayor Pro-Tem for the City of Canyon Commission.

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As per the City of Canyon Charter,

“The Commission shall elect a Mayor-Pro Tem who shall act as Mayor during the absence or disability of the Mayor, and if a vacancy should occur, shall become Mayor until the next regular election.

We will have a sheet of paper at your place and you can write down your nomination. We will go with the majority. In the case of a tie, we will go with a show of hands.



To: Honorable Mayor and City Commission  
From: Joe Price, City Manager  
Date: June 5, 2023  
Re: Consider and Take Appropriate Action on Ratification of a Declaration of Local Disaster Related to Severe Weather and Prolonged Flooding as Signed by Mayor Hinders June 1, 2023.

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Mayor Hinders signed a Declaration of Local Disaster Related to Severe Weather and prolonged Flooding Thursday June 1, 2023.

The City of Canyon has experienced continued rainfall that has led to flooding within the City Limits. Numerous City roads are closed. The closing of these roads comes from the swift, running water at high water levels on the road.

As stated in a Press Release, Mayor Hinders was quoted:

“The Canyon area has been impacted by floods in levels we have not seen in many years. “The State of Emergency allows us to both protect our citizens and potentially provide assistance to them as we have upcoming weather events predicted by the National Weather Service.”

This State of Emergency is in conjunction with Randall County’s State of Emergency.

**RECOMMENDED MOTION:**

It is staff’s recommendation that the City of Canyon State of Emergency declared June 1, 2023, be ratified as presented.

STATE OF TEXAS       §  
  §  
CITY OF CANYON       §

**DECLARATION OF LOCAL DISASTER RELATED TO SEVERE WEATHER  
AND PROLONGED FLOODING**

WHEREAS, City of Canyon has experienced severe weather, creating widespread and severe property damage and dangerous conditions; and

WHEREAS, the severe weather conditions pose the threat of continued prolonged flooding; and

WHEREAS, such floods have the potential of endangering lives and damaging property on a large scale; and

WHEREAS, the Texas Government Code Chapter 418 gives the city mayor the power to declare a local disaster within the city “if the threat of disaster is imminent”; and

WHEREAS, the magnitude of the potential damage and the rapidity with which such severe weather and flooding could escalate constitute an imminent threat of disaster; and

WHEREAS, the declaration of such a disaster authorizes the imposition of controls on activities which tend to increase the likelihood of injury to the public; and

WHEREAS, such controls, once implemented, have the potential of protecting lives and property by mitigating the threat of severe weather and dangerous flooding; and

WHEREAS, a local disaster declaration expires seven days after its issuance, unless the commissioners court consents to its renewal or continuance;

BE IT THEREFORE PROCLAIMED that I, Mayor of Canyon, declare a local state of disaster based on the threat of widespread flooding in Canyon, Texas.

BE IT ALSO PROCLAIMED that this state of disaster will continue until rescinded in accordance with the above cited statute, but in no instance will this declaration continue for more than seven days without being authorized by the Canyon City Commission.

BE IT ALSO PROCLAIMED that a violation of this Disaster Declaration is punishable as a Class C misdemeanor by a fine not to exceed \$500.00 or as authorized by Government Code §418.173 and adopted in the city's emergency plan by a fine not to exceed \$1,000.00 or confinement in jail for a term not to exceed 180 days, whichever is greater.

This declaration shall be promptly publicized and filed with the City Secretary.

IN WITNESS WHEREOF, I affix my signature this 1<sup>st</sup> day of June, 2023.

*Day Hmdia*  
\_\_\_\_\_  
Mayor of Canyon, TX



Filed with the Secretary of City on 1<sup>st</sup> of

ATTESTED  
*Betha Mercer*

To: Joe Price, City Manager  
From: Stephanie Tucker  
Date: June 05, 2023  
Re: Consider and Take Appropriate Action on Second and Final Reading of Resolution No. 22-2023. A Resolution of the City Commission of the City of Canyon Approving a Project Funding Agreement Between Llano Palo Duro II, LLC and Canyon Economic Development Corporation Relating to Direct Financial Assistance for new business in Canyon.

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During the April 06, 2023 meeting of the Canyon Economic Development Corporation (CEDC) approved project funding for Llano Palo Duro II, LLC for Direct Financial Assistance for new business in Canyon.

The total funding request is \$100,000. The funds would be disbursed from the CEDC.

A Public Hearing was held May 11, 2023 and there was not any opposition for the project funding.

**It is the recommendation of Staff to Approve Resolution No. 22-2023.**

**RECOMMENDED MOTION**

*I move to **adopt/deny** Resolution No. 22-2023 as presented.*

**RESOLUTION NO. 22-2023**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CANYON APPROVING A PROJECT FUNDING AGREEMENT BETWEEN LLANO PALO DURO II, LLC AND CANYON ECONOMIC DEVELOPMENT CORPORATION RELATING TO DIRECT FINANCIAL ASSISTANCE FOR NEW BUSINESS IN CANYON.**

WHEREAS, on May 11, 2023 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”) for funding an expansion of existing business in Canyon; and,

WHEREAS, the City Commission of the City of Canyon, Texas, finds it to be in the public interest for CEDC to provide funding to Llano Palo Duro II, LLC for the purpose of Direct Financial Assistance for new business in Canyon. The CEDC board has approved and presented to the City Commission the funding proposal 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 funding by CEDC to Llano Palo Duro II, LLC be, and it is hereby approved, and the sales tax revenue subject to the limitation of the Act, collected pursuant to the Act by CEDC may be used for the purpose of Direct Financial Assistance in an amount not to exceed \$100,000. 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 (1<sup>st</sup>) reading, on the 15<sup>th</sup> of May, 2023.

CITY OF CANYON, TEXAS

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GARY HINDERS, Mayor

ATTEST:

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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 (2<sup>nd</sup>) and final reading, on the 5th of June, 2023.

CITY OF CANYON, TEXAS

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GARY HINDERS, Mayor

ATTEST:

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Gretchen Mercer, City Secretary

To: Joe Price, City Manager  
From: Stephanie Tucker  
Date: June 05, 2023  
Re: Consider and Take Appropriate Action on Second and Final Reading of Resolution No. 23-2023. A Resolution of the City Commission of the City of Canyon Approving a Project Funding Agreement Between All Who Wander, LLC and Canyon Economic Development Corporation Relating to Direct Financial Assistance and Job Incentives for business expansion in Canyon.

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During the April 06, 2023 meeting of the Canyon Economic Development Corporation (CEDC) approved project funding for All Who Wander, LLC for Direct Financial Assistance and Job Incentives for business expansion in Canyon.

The total funding request is \$127,000. The funds would be disbursed from the CEDC.

A Public Hearing was held May 11, 2023 and there was not any opposition for the project funding.

**It is the recommendation of Staff to Approve Resolution No. 23-2023.**

**RECOMMENDED MOTION**

*I move to **adopt/deny** Resolution No. 23-2023 as presented.*

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

ALL WHO WANDER, 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 ALL WHO WANDER, LLC, a Texas Limited Liability Corporation dba PALO DURO OUTFITTERS (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 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. The building owned by CEDC at 1601 4<sup>th</sup> Ave. Canyon, Texas has been occupied by Second Party as a retail business location since June 2020. Second Party has now proposed to expand the business to include the adjacent property at 1603 4<sup>th</sup> Ave. Canyon, Texas and incorporate that retail space into its business. The estimated renovation costs to be paid by CEDC to facilitate the expanded retail space shall not exceed \$85,000 and shall generally consist of:
    1. Demolition and reconstruction of walls between 1601 and 1603 4<sup>th</sup> Ave.;
    2. New signage;
    3. Remodel of the front of the building and addition of new doors
    4. Installation of flooring in 1603 4<sup>th</sup> Ave location
  - b. Second Party agrees to execute a lease with Option to Purchase in a form substantially the same as the specimen copy attached hereto as “Exhibit A” and incorporated herein by reference for all purposes.
  - c. In the event Second Party should fail to open its expanded retail space for business at 1603 4<sup>th</sup> Ave. or otherwise default under this agreement or the lease with Option to Purchase, any funds expended by CEDC to prepare the leasehold at 1603 4<sup>th</sup> Ave. shall be repaid to CEDC upon demand in an amount not to exceed \$25,000.
  - d. Second Party will remain in business in Canyon for a period of three (3) years from the date of initial funding by CEDC engaged in a retail business which collects and remits sales tax on retail sales to the public. ***Retail business means a business that***



*collects sales tax and remits sales tax as defined in the North American Industry Classification System (NAICS) which is incorporated by reference.*

- e. **Should any part of the financial incentives provided by CEDC be used by Second Party to purchase furniture, fixtures or equipment, CEDC shall have a lien pursuant to Chapter 9 of the TEXAS BUSINESS AND COMMERCE CODE on all such property which shall attach at the moment of purchase and shall extend to proceeds and after acquired property. CEDC as secured party may at any time file a financing statement to perfect its security interest in the collateral to secure the obligations of Second Party hereunder.**
  - f. During the term of this agreement Second Party shall employ at least 2 full-time employees at its Canyon Texas location during each pay period for a period of 3 years from the effective date of this agreement.
  - g. During the term of this agreement Second Party shall be a member of the Canyon Chamber of Commerce and Canyon Main Street. Second Party is also encouraged to contribute \$500 per annum to a community organization of Second Party's choice.
3. CEDC will lease the building and land described in Paragraph 2(b) above for the purpose of the business venture contemplated by this agreement, by the separate lease agreement attached as "Exhibit A" providing for a primary term of three (3) years, a renewal term of three (3) years, an option to purchase and right of first refusal in favor of CEDC to repurchase the property as more specifically set forth in such lease agreement. CEDC shall also provide the following cash incentives if Second Party is not in default hereunder as follows:
- a. Job creation and retention incentives equal to 20% of the total payroll reported quarterly to the Texas Workforce Commission (TWC) payable 30 days following receipt of the TWC quarterly report by CEDC not to exceed \$42,000 and for a period not to exceed 3 years beginning with the date of the first TWC report.
  - b. CEDC will also proceed with leasehold improvements to the property at 1603 4<sup>th</sup> Ave. consisting of demolition of a Party wall between 1601 4<sup>th</sup> Ave. and 1603 4<sup>th</sup> Ave., new signage and upgrades to the front door and flooring compatible with Second Party's concept plan for use of the two properties as a single retail business location.
  - c. 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.
  - c. Permit periodic inspection of improvements to the property described in Paragraph 2 if any part of the funding or financial incentives is used to improve real property.
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  
ALL WHO WANDER, LLC

By: \_\_\_\_\_  
Jim Bryan  
President/Chairman  
1605 4<sup>th</sup> Ave  
Canyon, Texas 79015

By: \_\_\_\_\_  
William Lawrence Gaydosh  
Managing Member  
Address for Notice:  
1601 4<sup>th</sup> Ave.  
Canyon, Texas 79015

**RESOLUTION NO. 23-2023**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CANYON APPROVING A PROJECT FUNDING AGREEMENT BETWEEN ALL WHO WANDER, LLC AND CANYON ECONOMIC DEVELOPMENT CORPORATION RELATING TO DIRECT FINANCIAL ASSISTANCE AND JOB INCENTIVES FOR BUSINESS EXPANSION IN CANYON.**

WHEREAS, on May 11, 2023 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”) for funding an expansion of existing business in Canyon; and,

WHEREAS, the City Commission of the City of Canyon, Texas, finds it to be in the public interest for CEDC to provide funding to All Who Wander, LLC for the purpose of Direct Financial Assistance and Job Incentives for business expansion in Canyon. The CEDC board has approved and presented to the City Commission the funding proposal 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 funding by CEDC to All Who Wander, LLC be, and it is hereby approved, and the sales tax revenue subject to the limitation of the Act, collected pursuant to the Act by CEDC may be used for the purpose of Direct Financial Assistance and Job Creation in an amount not to exceed \$127,000. 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 (1<sup>st</sup>) reading, on the 15<sup>th</sup> of May, 2023.

CITY OF CANYON, TEXAS

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GARY HINDERS, Mayor

ATTEST:

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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 (2<sup>nd</sup>) and final reading, on the 5th of June, 2023.

CITY OF CANYON, TEXAS

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GARY HINDERS, Mayor

ATTEST:

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Gretchen Mercer, City Secretary



To: Joe Price, City Manager  
From: Stephanie Tucker  
Date: June 05, 2023  
Re: Consider and Take Appropriate Action on Second and Final Reading of Resolution No. 24-2023. A Resolution of the City Commission of the City of Canyon Approving a Project Funding Agreement Between Pondaseta Brewing Co., LLC and Canyon Economic Development Corporation Relating to Direct Financial Assistance and Job Incentives for new business in Canyon.

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During the April 06, 2023 meeting of the Canyon Economic Development Corporation (CEDC) approved project funding for Pondaseta Brewing Co., LLC for Direct Financial Assistance for new business in Canyon.

The total funding request is \$200,000. The funds would be disbursed from the CEDC.

A Public Hearing was held May 11, 2023 and there was not any opposition for the project funding.

**It is the recommendation of Staff to Approve Resolution No. 24-2023.**

**RECOMMENDED MOTION**

*I move to **adopt/deny** Resolution No. 24-2023 as presented.*

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

PONDASETA BREWING CO., 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 PONDASETA BREWING CO., LLC, a Texas limited liability company (hereinafter referred to as “Second Party.”)

1. The purpose of this agreement is to facilitate the proper use of funds held and administered by the CEDC, a tax supported non-profit corporation whose primary income is from sales tax collected within the City of Canyon and dedicated exclusively to economic development. The sales tax supporting CEDC is authorized as a local option under Chapter 504 and 505 TEX. LOC. GOV’T CODE, formerly TEX. REV. CIV. STAT. ART. 5190.6 §4B, the primary purpose of which is the developing, stabilizing, diversifying, and expanding the economy through the retention, recruitment, expansion and employment opportunities of the citizens of Canyon and the surrounding area and to enhance the quality of life of the citizens of Canyon and the surrounding area.
2. The project and performance requirements to be implemented by means of this agreement are described as follows:
  - a. Second Party shall establish a business in Canyon, Texas, at its expense, to be known as “Pondaseta Brewing Co., LLC” located in the old Santa Fe Depot on 2<sup>nd</sup> Avenue in Canyon, Texas. The location is more specifically described in a Chapter 380 Agreement as a mutually dependent covenant.
  - b. Second Party will remodel the Santa Fe Depot at its expense and open as a retail business not later than 18 months after the effective date of this agreement.
  - c. All improvements contemplated by this agreement shall be constructed in accordance with written plans and specifications and approved by CEDC and the City of Canyon.
  - d. Second Party will remain in business continuously in Canyon for a period of five (5) years from the date of initial funding by CEDC engaged in a retail business which collects and remits sales tax on retail sales to the public. ***Retail business means a business that collects sales tax and remits sales tax as defined in the North American Industry Classification System (NAICS) which is incorporated by reference.***
  - e. **Should any part of the financial incentives provided by CEDC be used by Second Party to purchase furniture, fixtures or equipment, CEDC shall have a lien pursuant to Chapter 9 of the TEXAS BUSINESS AND COMMERCE CODE on all such property which shall attach at the moment of purchase and shall extend to proceeds and after acquired property. CEDC as secured party may**

**at any time file a financing statement to perfect its security interest in the collateral to secure the obligations of Second Party hereunder.**

- f. During the term of this agreement Second Party shall employ at least 10 full-time employees at its Canyon Texas location during each pay period.
  - g. Sales projections for the business are as follows:
    - i. 2024 – gross revenue of \$1,000,000.00 resulting in sales tax collections of \$60,000.00
    - ii. 2025 – gross revenue of \$1,200,000.00 resulting in sales tax collections of \$75,000.00
    - iii. 2026 – gross revenue of \$1,400,000.00 resulting in sales tax collections of \$90,000.00
    - iv. Should sales tax returns and reports reflect that Second Party is not meeting the revenue or sales tax projections, all financial incentives shall be suspended until revenues and sales tax are in compliance.
3. CEDC shall also provide the following cash incentives if Second Party is not in default hereunder as follows:
- a. New business development financial incentives in a total sum which shall not exceed \$200,000.00 as provided in Paragraphs 3(b) and (c) below.
  - b. Job creation and retention incentives equal to 20% of the total payroll reported quarterly to the Texas Workforce Commission (TWC) payable 30 days following receipt of the TWC quarterly report by CEDC not to exceed \$50,000 and for a period not to exceed 3 years beginning with the date of the first TWC report.
  - c. New Business development incentives to be paid as follows:
    - i. Direct Financial assistance to help with equipment purchases - \$150,000.00 payable
    - ii. Down payment on equipment - \$75,000.00
    - iii. At Delivery of equipment - \$25,000.00
    - iv. At One year Anniversary of Opening - \$25,000.00
    - v. At Two year Anniversary of Opening - \$25,000.00
    - vi. The total business development incentives shall not exceed \$200,000.00.
  - d. 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.
  - c. Permit periodic inspection of improvements to the property described in Paragraph 2 if any part of the funding or financial incentives is used to improve real property.
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. Second Party shall timely provide CEDC with reports from the Texas Workforce Commission and sales tax reports and returns filed with State agencies.
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:  
**PONDASETA BREWING CO., LLC**

By: \_\_\_\_\_

Jim Bryan  
President/Chairman  
1605 4<sup>th</sup> Ave  
Canyon, TX 79015

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PERSONAL GUARANTY**

The undersigned shall be personally liable for faithful performance of the contract obligations to Canyon Economic Development Corporation under the foregoing agreement and shall, in the event of default by the company, repay, upon demand, all or any part of the financial incentives set forth in Paragraph 3 with interest and attorney fees.

Dated: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

**RESOLUTION NO. 24-2023**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CANYON APPROVING A PROJECT FUNDING AGREEMENT BETWEEN PONDASETA BREWING CO., LLC AND CANYON ECONOMIC DEVELOPMENT CORPORATION RELATING TO DIRECT FINANCIAL ASSISTANCE AND JOB INCENTIVES FOR NEW BUSINESS IN CANYON.**

WHEREAS, on May 11, 2023 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”) for funding an expansion of existing business in Canyon; and,

WHEREAS, the City Commission of the City of Canyon, Texas, finds it to be in the public interest for CEDC to provide funding to Pondaseta Brewing Co., LLC for the purpose of Direct Financial Assistance and Job Incentives for new business in Canyon. The CEDC board has approved and presented to the City Commission the funding proposal 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 funding by CEDC to Pondaseta Brewing Co., LLC be, and it is hereby approved, and the sales tax revenue subject to the limitation of the Act, collected pursuant to the Act by CEDC may be used for the purpose of Direct Financial Assistance and Job Creation in an amount not to exceed \$200,000. 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 (1<sup>st</sup>) reading, on the 15<sup>th</sup> of May, 2023.

CITY OF CANYON, TEXAS

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GARY HINDERS, Mayor

ATTEST:

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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 (2<sup>nd</sup>) and final reading, on the 5th of June, 2023.

CITY OF CANYON, TEXAS

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GARY HINDERS, Mayor

ATTEST:

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Gretchen Mercer, City Secretary

To: Honorable Mayor and City Commission  
From: Joe Price, City Manager  
Date: June 5, 2023  
Re: Consider and Take Appropriate Action on Amended and Restated Amarillo Area Public Health District Cooperative Agreement.

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I have attached the final version of the Amarillo Area Public Health District Cooperative Agreement for consideration. The Bi-City-County Public Health District Cooperative Agreement was originally executed in 1984 with the City of Amarillo, City of Canyon, County of Potter and County of Randall as prescribed by Chapter 121 of the Texas Health and Safety Code, Local Public Health Reorganization Act. The Villages of Timbercreek Canyon, Lake Tanglewood, Palisades and the Town of Bishop Hills joined the Bi-City-County Health District in 2019. The following is a summary of updates to the Public Health Cooperative Agreement.

- Updated to reflect current state law
- Updated to reflect current practice
- Cleaned up definitions
- Article 5 defined District Director vs. Health Authority in accordance with state law
- Article 6.2 defined appointment of Health Authority by District Director in accordance with state law
- Article 7 clarified but did not change procedures within: such as member withdrawal, member expulsion, and dissolution of district.

**RECOMMENDED MOTION:**

It is staff's recommendation that the Amended and Restated Amarillo Area Public Health District Cooperative Agreement be approved.

**AMARILLO AREA PUBLIC HEALTH DISTRICT  
COOPERATIVE AGREEMENT  
AMENDED AND RESTATED \_\_\_\_\_, 2023**

THE STATE OF TEXAS                    §  
  §        **KNOW ALL MEN BY THESE PRESENTS:**  
CITY OF AMARILLO                       §

**WHEREAS**, in 1984, the City of Amarillo, City of Canyon, County of Potter, and County of Randall executed the Bi-City-County Public Health District Cooperative Agreement (“**Agreement**”) prescribed by Chapter 121 of the Texas Health and Safety Code, Local Public Health Reorganization Act (“**Act**”); and

**WHEREAS**, in 1992 and 1997, the City of Amarillo, City of Canyon, County of Potter, and County of Randall updated the Agreement as prescribed by the Act; and

**WHEREAS**, in 2019, the Villages of Timbercreek Canyon, Lake Tanglewood, and Palisades, and the Town of Bishop Hills joined the Bi-City-County Public Health District, and all of the member jurisdictions updated the Agreement and continued the operation of the District under the new name, Amarillo Area Public Health District; and

**WHEREAS**, the members of the Amarillo Area Public Health District now wish to update the Agreement to include the provision of rabies quarantine services to the District and to reflect current state law;

**NOW THEREFORE**, this Agreement shall be the updated Agreement replacing the previous original Agreement and Amendments thereto and is entered into on \_\_\_\_\_, 2023, by and between the Cities of Amarillo and Canyon; the Villages of Timbercreek Canyon, Lake Tanglewood, and Palisades; the Town of Bishop Hills; and the Counties of Potter and Randall.

**ARTICLE I.  
PURPOSE**

**1.1** The purpose of this Agreement is to provide an effective local public health program for the residents of the Cities of Amarillo and Canyon; the Villages of Timbercreek Canyon, Lake Tanglewood, and Palisades; the Town of Bishop Hills; and the Counties of Potter and Randall, as authorized by the Local Public Health Reorganization Act, Chapter 121 of the Texas Health and Safety Code.

**ARTICLE II.  
DEFINITIONS**

**2.1** **Amarillo Area Public Health District (“District”)**: A legal entity created by the Agreement, as amended, executed by Member Jurisdictions, with the purpose to perform any public health function that any of its Member Jurisdictions may perform, unless otherwise restricted by law. A name change from Bi-City-County Public Health District.

- 2.2 **Amarillo Area Public Health Board (“Board”)**: An advisory board created to provide guidance on public health activities and to make recommendations from time to time to the Member Jurisdictions on matters pertaining to public health in the District created hereby. The Board shall have the power and duty to advise the District Director and make recommendations on matters of public health and administration of the District.
- 2.3 **Board Member**: An appointed member of the Board.
- 2.4 **DSHS**: The Texas Department of State Health Services.
- 2.5 **Ex-Officio Representative**: A Board representative from each Member Jurisdiction, without voting capacity, acting in an advisory capacity.
- 2.6 **COA Departments**: Departments providing services to the District: Public Health, Environmental Health, WIC, and Animal Management and Welfare. Each COA Department has a separate mission and service coverage area as defined by funding and is a department in the organizational structure of the City of Amarillo.
- 2.7 **COA Department Directors**: The directors of the COA Departments serving the District.
- 2.8 **District Director**: The chief administrative officer of the District, appointed by a majority of the Member Jurisdictions in accordance with section 6.2 of this Agreement.
- 2.9 **Health Authority**: A physician appointed under the provisions of the Act to administer state and local laws relating to public health within the District.
- 2.10 **Member Jurisdictions**: The entities participating in this Agreement.

**ARTICLE III.**  
**TERMS OF OPERATION**

The terms of the operation of the District shall include, but not be limited to, the following:

- 3.1 **Establishment**. This Agreement continues the operation of the District previously established pursuant to Chapter 121 of the Texas Health and Safety Code, Subchapter E “Public Health Districts” by majority vote of the governing bodies of Potter and Randall Counties and the municipalities in Potter and Randall Counties. The City of Amarillo provides administrative services to the District, and the employees, including the District Director, are employees of the City of Amarillo, not employees of the District.
- 3.2 **Membership**. The District may be joined by other entities that are authorized by law to exercise powers to enforce local health regulations, by any such entity agreeing to be bound by this Agreement, as from time to time amended and upon the approval of a majority of the governing body of each Member Jurisdiction.
- 3.3 **Duties**. The District may perform any public health function that any of its Member Jurisdictions may perform unless otherwise restricted by law. The Member Jurisdictions designate the District to act as their agent in all matters relating to public health in which

the Member Jurisdictions have jurisdiction and authority.

- 3.4 Boundaries.** The boundaries of the District shall be the same as the boundaries of the Member Jurisdictions.

**ARTICLE IV.  
HEALTH BOARD**

- 4.1 Board.** There shall be a public health advisory board that shall provide guidance to the District Director on public health activities, including policy development for the protection and promotion of health within the geographical limits of the Member Jurisdictions.

**4.2 Composition.**

**4.2.1** The Board shall be composed of eight Board Members, including:

1. two Board Members appointed by the City of Amarillo,
2. one Board Member appointed by the City of Canyon,
3. two Board Members appointed by Randall County,
4. two Board Members appointed by Potter County, and
5. one Board Member appointed representing all jurisdictions with population of less than 3,000.

**4.2.2** The affirmative vote of the governing body of any Member Jurisdiction shall be sufficient for appointment of that Member Jurisdiction's allotted appointee(s).

**4.2.3** The term of each Board Member shall be for three years.

**4.2.3.1** At the April 11, 2019, Board meeting, the Board agreed to a rotation for Member Jurisdictions with a population of less than 3,000. The rotation is as follows: the Village of Timbercreek Canyon, the Village of Lake Tanglewood, the Town of Bishop Hills, and the Village of Palisades.

**4.2.4** The following shall be Ex-Officio Representatives to the Board without voting capacity and shall act in an advisory capacity to the Board:

1. County Judge of Randall County
2. County Judge of Potter County
3. Amarillo City Manager
4. Public Health COA Department Director
5. Health Authority (if different from the Public Health COA Department Director)
6. Canyon City Manager
7. Village of Palisades Mayor/City Manager
8. Village of Timbercreek Canyon Mayor/City Manager
9. Village of Lake Tanglewood Mayor/City Manager
10. Town of Bishop Hills Mayor/City Manager

- 4.3 Vacancies.** In the event of a Board Member vacancy for any reason, the unexpired term resulting from the vacancy shall be filled by the same Member Jurisdiction and in the same

manner in which the originally-appointed Board Member was appointed.

- 4.4 Officers.** The Board shall elect by majority vote a chair and a vice chair, who will preside in the absence of the chair, from the ranks of Board Membership each October. The Board may appoint such other officers as it may deem necessary. The officers shall serve for a term of one year or as long as they remain a Board Member and are reappointed, whichever is less. An officer may be reappointed to the office the officer is holding for unlimited additional one-year terms upon a majority vote of the Board Members.
- 4.5 Quorum.** A quorum for meetings of the Board shall be five Board Members or, in the event that there are any vacancies, a majority of the filled Board Member positions.
- 4.6 Meetings.** Regular meetings may be held quarterly. Special meetings shall be held at the call of the chair, a majority of the Board Members, the District Director, or a COA Department Director. Board action shall be effective when adopted by the favorable vote of a majority of the quorum of Board Members present.
- 4.6.1** A representative from the Public Health COA Department will take and transcribe minutes.
- 4.6.2** A copy of such minutes will be posted to the City of Amarillo’s website, upon approval.
- 4.7 Notice.** The Board shall comply with the notice and open meeting requirements of the Texas Open Meetings Act.
- 4.8 Residency.** To be eligible for appointment, a potential Board Member must currently reside in and have resided in their respective Member Jurisdiction for at least three years before the date of the Board Member’s appointment. A Board Member shall be removed from the Board if they no longer meet the residency requirements.
- 4.9 Compensation.** All Board Members shall serve without compensation.
- 4.10 Removal.** Any Board Member may be removed without cause from the office of Board Member by a majority vote of the governing body of the Member Jurisdiction which originally appointed the Board Member.
- 4.11 Present to Vote.** In order to cast a vote at a meeting of the Board, a Board Member must be present at such meeting.
- 4.12 Duties.** The Board may authorize the performance of any function that is provided for under this Agreement and may adopt substantive and procedural rules that are necessary and appropriate to promote and preserve the health and safety of the public. The Board may not adopt a rule that is not specifically authorized by state law, conflicts with state law, or conflicts with a member ordinance or order.

**ARTICLE V.**  
**HEALTH AUTHORITY**

- 5.1 Appointment; Removal.** If the District Director is a physician, then the District Director



is the Health Authority. If the District Director is not a physician, then the District Director will appoint the Health Authority. The Health Authority shall be a physician who is qualified in public health work. The Health Authority may be removed from office for cause under the personnel rules and procedures of the City of Amarillo.

- 5.2 **Duties.** The Health Authority shall have the power and duty to exercise the functions of a Health Authority as prescribed by Chapter 121, Health and Safety Code, and shall execute the duties set out in and enforce the ordinances and the duly enacted orders of the participating entities which relate to the public health. Each Member Jurisdiction accepts the Health Authority to serve the District, including individual Member Jurisdictions.
- 5.3 **Compensation.** The Health Authority shall be compensated through a contract between City of Amarillo and Texas Tech School of Medicine.
- 5.4 **Vacancy.** In the event of an emergency vacation, the District Director will work with the Chair of Internal Medicine or designee at Texas Tech School of Medicine to identify a replacement Health Authority.
- 5.5 **Deputy Health Authority.** The Health Authority may appoint one or more Deputy Health Authority(s) to exercise the powers and duties of that office when the Health Authority is unavailable or incapacitated or for any reason unable to perform the duties of that office. The Health Authority will notify the District Director when he anticipates being unavailable, so that duplication of powers of the Health Authority is avoided. In the absence of any notice by the Health Authority, the District may nonetheless call upon the Deputy Health Authority to perform the duties of the Health Authority if and when it reasonably appears to the District Director that the Health Authority is unavailable. The District Director will notify DSHS when authority has been transferred.

**ARTICLE VI.**  
**ADMINISTRATIVE SERVICES**

- 6.1 **District Administration.** The City of Amarillo shall provide administrative services for the District and shall have administrative responsibility for the day-to-day operations of the District, administratively supervise any employees of the District, and prepare the annual budget of the District for submission to the City of Amarillo.
  - 6.1.1 **Services.** The City of Amarillo is responsible for and will perform the public health, environmental health, and rabies quarantine services for the District. All fees, regulations, and requirements shall be set by the City of Amarillo as the service provider. A surcharge for services provided outside Amarillo city limits may be assessed by the service provider.
  - 6.1.2. **Annual Report.** During the January meeting each year, the COA Department Directors shall present to the Member Jurisdictions an annual programmatic report of the preceding fiscal year for their review.
  - 6.1.3. **Funding.** In the event the funding and support provided by the Amarillo Hospital District, Universal Health Services, and the City of Amarillo is not sufficient to enable the District to perform its purposes or functions, then each Member Jurisdiction may be required to pay the costs necessary to operate the District.

**6.1.4. Reduced Service Levels.** In the event of unforeseen circumstances, including but not limited to staffing shortages or pandemics, the District may provide reduced services but will at least provide all services required by law.

**6.2 District Director.** The Member Jurisdictions hereby appoint the Public Health COA Department Director to serve as the District Director. The District Director will be the chief administrative officer of the District. The District Director may be removed from office for cause under the personnel rules and procedures of the City of Amarillo.

## **ARTICLE VII.** **TERM OF THIS AGREEMENT**

**7.1 Effective Date.** This Agreement is effective upon approval by the governing body of each Member Jurisdiction.

**7.2 Term.** The term of this Agreement shall continue for a period of five years (primary term), and upon the completion of five years, the Agreement shall automatically extend for an additional five years until the termination date. This Agreement shall supersede any previous agreement of the Member Jurisdictions for health services as of the effective date. A copy of this executed Agreement shall be filed with the clerk or secretary of each Member Jurisdiction.

**7.3 Amendments.** This Agreement may be modified or amended during its term upon written agreement with a majority approval from the Board, and then, the approval of a majority of the governing body of each Member Jurisdiction.

**7.4 Withdrawal of Member Jurisdiction.** A Member Jurisdiction may withdraw from the District by providing written notice by either certified mail or personal delivery to the District Director by May 31<sup>st</sup>. Withdrawal shall be effective October 1<sup>st</sup>. Upon the effective date of the withdrawal, certain regulatory services provided by or through the District, such as licensing and inspection of food establishments and onsite sewage facilities, will no longer be available to the withdrawing Member Jurisdiction. A Member Jurisdiction may revoke its withdrawal by providing written notice to the District Director by July 31<sup>st</sup>. Revocation is effective upon receipt of the notice by the District Director.

**7.5 Expulsion of Member Jurisdiction.** The expulsion process may be initiated by a petition or request signed by three Board Members of at least three Member Jurisdictions and delivered to the District Director. The petition or request shall state the reasons that expulsion is sought. The Member Jurisdiction whose expulsion is sought must be provided a copy of the petition or request and given at least ten days' written notice (served by certified mail or by personal service to the Member Jurisdiction's Ex-Officio Representative and chief executive officer) of the meeting at which the issue of expulsion will be considered. At the Board meeting, if a two-thirds majority of the Board Members votes to recommend expulsion of the Member Jurisdiction, the District Director shall give written notice by certified mail to the affected Member Jurisdiction. Expulsion shall then require the concurring vote of 2/3 of the governing bodies of the other Member Jurisdictions. There is no appeal from such action by the Board and the Member Jurisdictions.

- 7.6 Dissolution of District.** The dissolution process may be initiated by a petition or request signed by four Board Members of at least four Member Jurisdictions and delivered to the District Director. The District Director shall forward a copy of said petition to all Member Jurisdictions. At a Board meeting, if a supermajority (3/4) of the Board Members vote to recommend dissolution of the District, the District Director shall give written notice by certified mail to all Member Jurisdictions. Dissolution shall then require the concurring vote of the governing bodies of all Member Jurisdictions. The vote of the governing bodies of all Member Jurisdictions must take place within 90 days. If the Board and Member Jurisdictions vote to dissolve the District, the District shall be dissolved at the end of such fiscal year after such vote was passed. If a vote is taken to dissolve and fails, another vote to dissolve may not occur until after the next fiscal year.

**ARTICLE VIII.**  
**MISCELLANOUS**

- 8.1 Entire Agreement; Headings; Severability.** This Agreement contains the entire understanding of the parties relating to the matters contained in this Agreement, superseding all prior agreements. The section headings herein are for convenience and reference and are not intended to define or limit the scope of any condition, term, or provision of this Agreement. If any provision of this Agreement is held to be invalid for any reason, the remainder of the Agreement shall continue in full effect.
- 8.2 Public Information.** Requests for public information shall be directed to the appropriate COA Department Director. Media inquiries shall be directed to the City of Amarillo's communications department.
- 8.3 Governing Law and Venue.** This Agreement is governed by the laws of the State of Texas and should be construed to carry out the intent of the Local Public Health Reorganization Act, Chapter 121, of the Texas Health and Safety Code. This Agreement is expressly made subject to the charters, ordinances, and orders of all Member Jurisdictions. This Agreement is performable in Potter County, Texas, and the parties hereto agree that any action brought to enforce or interpret this Agreement shall be brought in Potter County, Texas.
- 8.4 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No Member Jurisdiction shall assign or subcontract this Agreement or any right, duty, or obligation hereunder, in whole or in part, without the express written consent of the remaining Member Jurisdictions.
- 8.5 Waiver.** All parties herein hereby waive, forfeit, and otherwise surrender any and all remedies available at law, in equity, or otherwise, to a party, including any claim or action for breach of contract, against any other party to this Agreement. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the parties herein under this Agreement.
- 8.6 Release.** To the extent allowed by law, the parties hereby mutually and individually release each other, respectively, its elected officials, officers, agents, employees, and volunteers, from and against any and all liability, claims, suits, demands, or causes of action which may arise due to any loss or damage to personal property, or personal injury, or death

occurring as a consequence of the performance of this Agreement.

**8.7 Counterparts.** This Agreement shall be executed in multiple counterparts, each of which shall be deemed an original.

**8.8 Authority.** The person signing this Agreement hereby warrants that they have the legal authority to execute this Agreement on behalf of their respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

*(Signature blocks on the following pages)*

**THE CITY OF AMARILLO**

By: \_\_\_\_\_  
Mayor or City Manager/Administrator

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

ATTEST

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

\_\_\_\_\_  
Date Signed

*[Remainder of page intentionally left blank]*

**THE CITY OF CANYON**

By: \_\_\_\_\_  
Mayor or City Manager/Administrator

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

ATTEST

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

\_\_\_\_\_  
Date Signed

*[Remainder of page intentionally left blank]*

**THE COUNTY OF POTTER**

By: \_\_\_\_\_  
County Judge

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date Signed

*[Remainder of page intentionally left blank]*

**THE COUNTY OF RANDALL**

By: \_\_\_\_\_  
County Judge

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date Signed

*[Remainder of page intentionally left blank]*



**THE VILLAGE OF TIMBERCREEK CANYON**

By: \_\_\_\_\_  
Mayor or City Manager/Administrator

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date Signed

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**THE VILLAGE OF LAKE TANGLEWOOD**

By: \_\_\_\_\_  
Mayor or City Manager/Administrator

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date Signed

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**THE VILLAGE OF PALISADES**

By: \_\_\_\_\_  
Mayor or City Manager/Administrator

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date Signed

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**THE TOWN OF BISHOP HILLS**

By: \_\_\_\_\_  
Mayor or City Manager/Administrator

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date Signed

*[Remainder of page intentionally left blank]*

To: Joe Price, City Manager  
From: Steven Brush, Chief of Police  
Date: May 30, 2023  
Re: Consider and Take Appropriate Action on Resolution No. 25-2023, A Resolution of the City Commission of the City of Canyon, Texas Prescribing Limitations on Parking or Standing Motor Vehicles or Trailers During Parade to be held July 4, 2023.

---

Resolution No. 25-2023 enacts City of Canyon Ordinance No. 892 (adopted May 18, 2009) which authorizes the prohibition of parking along the designated parade route for the Independence Day parade on July 4, 2023.

City of Canyon Ordinance 892 is attached for reference.

**RECOMMENDED MOTION**

*“I move to **approve/not approve** Resolution No. 25-2023”.*

**RESOLUTION NO. 25-2023**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CANYON, TEXAS PRESCRIBING LIMITATIONS ON PARKING OR STANDING MOTOR VEHICLES OR TRAILERS DURING PARADE TO BE HELD JULY 4, 2023, IN THE CITY OF CANYON.**

WHEREAS, the City Commission of the City of Canyon has previously adopted Ordinance No. 892 which added §72.12 to the Code of Ordinances of the City of Canyon; and,

WHEREAS, the City Commission finds that the safety of the public during parades requires regulation of parking motor vehicles and trailers on and along the proposed parade routes in the City; and,

WHEREAS, the City Commission finds that regulation of parking as set forth herein is in the best interest of the citizens of the City of Canyon and other members of the general public attending parades in the City.

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

**SECTION 1.**

That July 4, 2023 is designated as the day upon which a parade may be held in the City for the Independence Day Parade.

**SECTION 2.**

Parking or allowing motor vehicles and trailers to stand on or along the roadway of 4<sup>th</sup> Avenue within the City of Canyon on July 4, 2023 shall be prohibited at the following locations:

- a) 1100 Block through the 1300 Block - 7:00 a.m. thru 1:00 p.m.
- b) 1700 Block through the 3400 Block - 7:00 a.m. thru 1:00 p.m.
- c) 1400 Block through the 1600 Block - 7:00 a.m. thru 4:00 p.m.

**SECTION 3.**

The Canyon Police Department may erect any warning signage or barricades to control parking or traffic movement on 4<sup>th</sup> Avenue on the parade day as the Chief of Police and City Manager may deem appropriate.

Adopted on June 5, 2023.

---

GARY HINDERS, Mayor

ATTEST:

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Gretchen Mercer, City Clerk

**§ 11.09.013. Parking during parades or special events.**

- (a) The city commission may, by resolution, designate specific dates and times for parades and special events in the city during which times motor vehicles may not be parked or allowed to stand upon or at the side of the roadway between the 100 block and 3400 block of 4th Avenue in the city.
- (b) The city commission may, by resolution, also restrict or prohibit the parking of trailers upon or at the roadway between the 1100 block and 3400 block of 4th Avenue during parades or special events designated as provided in subsection (a) above.
- (c) Any person who violates a limitation on parking or allowing vehicles or trailers to stand upon or at the side of the roadway imposed by resolution of the city commission pursuant to this section shall, upon conviction, be assessed a penalty as provided in section 11.01.002.

(Ordinance 892 adopted 5/18/09; 1999 Code, sec. 72.12)

To: Joe Price, City Manager  
From: Steven Brush, Chief of Police  
Date: May 30, 2023  
Re: Consider and Take Appropriate Action on Resolution No. 26-2023, A Resolution of the City Commission of the City of Canyon, Texas Granting Exclusive Management Rights to the Canyon Chamber of Commerce Over the Downtown Square, Conner Park and Public Areas In and Around These Areas During the Annual Fourth of July Celebration to be held July 4, 2023.

---

Resolution No. 26-2023 designates the Canyon Chamber of Commerce as having sole authority to coordinate and manage all events, vendors and activities on the downtown square, Conner Park and adjoining streets and alleyways for the July 4<sup>th</sup> Celebration. The Chamber will hold Fair on the Square as always and will conduct various festivities including the fireworks show (weather/conditions permitting), with Conner Park and the CAP parking lot being the central location as in the past.

**RECOMMENDED MOTION**

*“I move to **approve/not approve** Resolution No. 25-2023”.*



**RESOLUTION NO. 26-2023**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CANYON, TEXAS, GRANTING EXCLUSIVE MANAGEMENT RIGHTS TO THE CANYON CHAMBER OF COMMERCE OVER THE DOWNTOWN SQUARE, CONNER PARK AND PUBLIC AREAS IN AND AROUND THESE AREAS DURING THE ANNUAL FOURTH OF JULY CELEBRATION JULY 4, 2023.**

WHEREAS, the Canyon Chamber of Commerce organizes and hosts various special events throughout the year including the 4th of July; and

WHEREAS, this patriotic holiday and Chamber Event has become popular in the City of Canyon drawing thousands of visitors and vendors benefitting the City; and

WHEREAS, there is a need for control and management of all activities during Chamber of Commerce Celebrations to control noise; solicitors; crowding from booths, trailers, bouncers, large trucks and trailers; generators and other non-approved vendors.

WHEREAS, the Chamber, its sponsors and membership have a substantial investment in this event making it a successful and enjoyable day for the entire community and visitors.

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

That the City Commission of the City of Canyon hereby grants exclusive management rights over the Downtown Square, Conner Park and the streets and alleys immediately adjacent to these areas to the Canyon Chamber of Commerce when utilized for the 4<sup>th</sup> of July celebration to be held on July 4, 2023.

PASSED AND APPROVED this 5th day of June, 2023

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GARY HINDERS, MAYOR

ATTEST:

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Gretchen Mercer, City Clerk