

# AGENDA


## NOTICE OF MEETING

Notice is hereby given that the governing body of the City of Canyon will meet at 4:30 p.m. on the 5<sup>th</sup> day of August 2019, in the Commission Chambers of City Hall at 301 16th Street in the City of Canyon to discuss the following agenda items:

1. Call to Order
2. Invocation.
3. Pledge of Allegiance.
4. Approval of the Minutes of the Meeting July 22, 2019.
5. Public Comment – Comments from Interested Citizens.
6. Update on Friends of the Canyon Area Library Book Houses.
7. Consider and Take Appropriate Action on Revised Communication Services Agreement Between the City of Canyon, Texas and Randall County, Texas.
8. Budget Work Session.
9. Hold First Public Hearing on Proposed Tax Rate for Fiscal Year 2019-2020.
10. Executive Session Pursuant to §551.074 Personnel Matters (City Manager Search), 551.072 Real Property, and §551.071 Consultation with Attorney.
11. Consider and Take Appropriate Action on Items Discussed in Executive Session.
12. Adjourn.

  
\_\_\_\_\_  
Jon Behrens, Interim 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 August 2019.

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

The City Commission of the City of Canyon met in regular session 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, Roger Remlinger, Paul R. Lyons and Randy Ray.

Also present were the following City Staff: Interim City Manager Jon Behrens, City Secretary Gretchen Mercer, Director of Public Works Dan Reese, Finance Director Chris Sharp, Fire Chief Mike Webb, Water Superintendent Eric Whitten, Parks Director Brian Noel, Planning and Development Director Danny Cornelius, City Engineer Dwight Brandt and City Attorney Chuck Hester.

Item 1. Call to Order.

Mayor Hinders called the meeting to order at 4:31 p.m.

Item 2. Invocation.

Mayor Pro-Tem Jones gave the invocation.

Item 3. Pledge of Allegiance.

The Pledge of Allegiance was led by Commissioner Lyons.

Item 4. Approval of Minutes of the City of Canyon Commission Meeting of July 8, 2019.

Mayor Pro-Tem Jones moved, duly seconded by Commissioner Remlinger to approve the minutes of July 8, 2019 as presented. Motion carried unanimously.

Item 5. Public Comment – Comments from Interested Citizens.

No comment was made.

Item 6. Update from Interim City Manager Jon Behrens.

Interim City Manager Jon Behrens updated the Commission on the following:

- Buffalo Stadium Road
- Madison Park
- IT Update
- Drought Contingency Plan
- Chapman Grant
- AMR
- Fire Department Appreciation Dinner
- Water Usage
- MPO

This item was for information purposes only. No action was taken.

- Item 7. Conduct a Public Hearing and Consider and Take Appropriate Action on Ordinance No. 1108 to Rezone the Proposed Canyon East Unit No. 7 to PD (Planned Development District) from RC-1 (Retail District).

Director of Planning and Development Danny Cornelius stated consideration of rezoning Canyon East Unit No. 7 has been removed for consideration at the request of the developer.

- Item 8. Conduct a Public Hearing and Consider and Take Appropriate Action on a Plat for Canyon East Unit No. 7.

Director of Planning and Development Danny Cornelius stated consideration of a Plat for Canyon East Unit No. 7 has been removed for consideration at the request of the developer.

- Item 9. Update on the 2019 Legislative Session Along with Bill Approved that May/Will Affect the City.

Director of Finance Chris Sharp gave a PowerPoint presentation on the 2019 Legislative Session.

The presentation was informational only, no action was taken.

- Item 10. Consider and Take Appropriate Action on Agreement Amendment for Communication Services Provided by Randall County.

Finance Director Chris Sharp presented an amended Communication Agreement for dispatch services as provided by Randall County. Mr. Sharp stated the last agreement was signed in 2007. Mr. Sharp said the only change in the agreement was clarification given to the definition of "operational costs" and the new language would exclude capital expenditures unless agreed upon by both the City and the County keeping costs down.

After discussion, Mayor Pro-Tem Jones moved, duly seconded by Commissioner Ray to approve the Agreement Amendment for Communication Services Provided by Randall County as presented. Motion carried unanimously.

- Item 11. Consider and Take Appropriate Action on Agreement Amendment for Fire Services Provided by the City of Canyon for Randall County.

Finance Director Chris Sharp presented an amended Fire Services Agreement for fire services as provided by the City of Canyon to Randall County. Mr. Sharp said the City of Canyon Fire Department provides mutual aid for Randall County. Mr. Sharp stated the current agreement states Randall County will pay a percentage of the city's operational costs for the provided services. Mr. Sharp said as with the Communication Agreement, the amended agreement for Fire Services gives clarification to the definition of "operational costs" to exclude capital expenditures unless agreed on by both the City of Canyon and Randall County. Mr. Sharp said this will help to keep the cost down for Randall County and provide a way for them to share in the costs of capital expenditures in the event the City of Canyon needed to purchase something.

After discussion, Commissioner Remlinger moved, duly seconded by Mayor Pro-Tem Jones to approve the Agreement Amendment for Fire Services Provided by the City of Canyon for Randall County as presented. Motion carried unanimously.

Item 12. Consider and Take Appropriate Action on Quarterly Finance Report by Finance Director Chris Sharp.

Finance Director Chris Sharp presented the Quarterly Finance Report for consideration. After discussion Mayor Pro-Tem Jones moved, duly seconded by Commissioner Remlinger to approve the Quarterly Finance Report as presented. Motion carried unanimously.

Item 13. Consider and Take Appropriate Action on Quarterly Investment Report by Finance Director Chris Sharp.

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

Item 14. Budget Work Session.

Interim City Manager Jon Behrens and Finance Director Chris Sharp presented a few changes to the budget since the last meeting and provided the 2019 Certification Values. A list of Capital Requests taken out of the budget was given with the explanation that they all need to be kept on the radar for the future.

Item 15. Consider and Take Appropriate Action on Taking Record Vote on Proposed Tax Rate, and Adopt Budget Calendar Setting Dates for Public Hearing.

Finance Director Chris Sharp stated the Truth-in-Taxation requires a record vote on the proposed maximum tax rate. Mr. Sharp said once this vote was taken, the rate could not increase but a lower tax rate could be adopted. Mr. Sharp stated the City's current tax rate is \$0.39083 per \$100 valuation. Mr. Sharp said the 2019 effective and rollback tax rates were not known at this time, but should have final numbers from Randall County at any time. Mr. Sharp also presented a calendar setting dates for two public hearings as required by the Truth-in-Taxation laws.

After discussion, Commissioner Ray moved, duly seconded by Mayor Hinders to adopt \$0.4103715 as the maximum M&O proposed tax rate and \$0.0596 as the maximum I&S tax rate. Motion carried unanimously.

Mayor Hinders	Aye
Mayor Pro-Tem Jones	Aye
Commissioner Remlinger	Aye
Commissioner Lyons	Nay
Commissioner Ray	Aye

Commissioner Remlinger moved, duly seconded by Mayor Pro-Tem Jones to adopt the proposed tax calendar setting dates for two public hearings on August 5, 2019 and August 19, 2019. Motion carried unanimously.

Item 16. Executive Session Pursuant to §551.074 Personnel Matters (City Manager Search and Canyon Economic Development Corporation Board), §551.072 Real Property, and §551.071 Consultation with Attorney.

Mayor Hinders indicated the Commission would adjourn into Executive Session at 6:49 pm.

Item 17. Consider and Take Appropriate Action on Items Discussed in Executive Session.

Upon returning from Executive Session at 9:28 pm, no action was taken.

Item 18. Adjourn

There being no further business, Mayor Pro-Tem Jones moved this meeting be adjourned at 9:39 pm.

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Gary Hinders, Mayor

ATTEST:

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Gretchen Mercer, City Secretary

**To:** Jon Behrens, Interim City Manager  
**From:** Janice Doan, Canyon Area Library Director  
**Date:** July 17, 2019  
**Re:** Friends of the Canyon Area Library Book Houses

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I would like to share the book houses that our Friends of the Canyon Area Library have placed around Canyon. Book houses have been placed at Hunsley Park, Conner Park and Canyon East Park. Our goal is to reach more people around the city and inspire children, youth and adults to pick up a book and read.

Each book house contains a variety of books with a wide range of reading levels. People can simply take a book, give a book or both. We have placed signs on the doors of each book house that read:

Friends of the Canyon Area Library Book House

Take a Book – Give a Book

Take a book to read or leave a book to share with others!

We invite you to visit the Canyon Area Library to explore all we have to offer.

\*Please help keep our book house clean and nice for all\*

Our Friends group will keep the book houses stocked with quality books and will monitor them for any damage or vandalism.

**No action requested, informational only**





**To:** Mayor and City Commission  
**From:** Chuck Hester, City of Canyon Attorney  
**Date:** August 5, 2019  
**Re:** Consider and Take Appropriate Action on Revised Communication Services Agreement Between the City of Canyon, Texas and Randall County, Texas.

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As you recall, the Commission recently approved a revised Communication Services Agreement with Randall County. That prior revised agreement resulted from a meeting with County officials to address matters raised by the County Auditor, Karon Kantor. At a second meeting, Karon raised an additional issue related to the Communication Services Agreement. This revision is intended to address that issue. A copy of the revised agreement is in the agenda packet. If an affirmative action is to be taken on this agreement, the motion should include setting aside approval of the prior agreement and approving this latest revision.

**Chris Sharp, Mike Webb and I attended both meetings with the County and recommend approval.**



COMMUNICATION SERVICES AGREEMENT

THE STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF RANDALL         §

This agreement is entered into by and between the CITY OF CANYON, TEXAS, acting by and through its duly authorized Mayor, (hereinafter called "City"), and RANDALL COUNTY, TEXAS, acting by and through its duly authorized County Judge, (hereinafter called "County"), pursuant to the "Texas Interlocal Cooperation Act", Chapter 791 TEXAS GOVERNMENT CODE, as follows:

1.     The City Commission of the City of Canyon, Texas, has determined a need exists for communication services to be provided for the protection of persons and property and the general welfare of the community.
2.     The Commissioner's Court of Randall County, Texas has determined that cooperative arrangements with the City of Canyon, Texas, would benefit the City and County and that joint utilization of communication services is appropriate.
3.     The parties hereto agree the County shall furnish TLETS and radio equipment to be owned by the County, and shall provide a central dispatching office with adequate staffing for the use of the Canyon Police Department and the Canyon Fire Department. County shall provide central dispatching services for the City under the terms of this agreement, beginning October 1, 2019. City shall not be required to furnish personnel or equipment for such central dispatching office.
4.     City obligates itself to pay to County a percentage of actual operational costs for dispatch services including salaries, repairs and routine maintenance of equipment excluding capital expenditures not specifically for the needs of

the City. Capital expenditures mean a single expenditure of \$5,000 or more. Reimbursement of capital expenditures shall be negotiated on a case by case basis by designated representatives of the County and City. The percentage shall be computed by dividing the total number of dispatch calls for the preceding year into the total number of calls specifically assigned to the City for such year. Such payment shall be payable in quarterly installments of equal amounts with first installment being due and payable on or before October 30, 2019, and like installments being due and payable quarterly thereafter until this Agreement is terminated as herein provided.

5. This Contract shall be and remain fully in force and effect until terminated by written notice by either party addressed to the County Judge of Randall County or the Mayor of the City of Canyon as the case may be and delivered not less than ninety (90) days prior to the proposed termination date.
6. The City shall not be obligated to purchase or furnish any consoles TLETS equipment or communication infrastructure. City shall purchase and pay for individual radio equipment for its emergency vehicles and personnel. The Parties stipulate and agree all such equipment as addressed in this contract, shall be owned by the County.
7. During the provision of the services referred to above, employees of the County shall be under the immediate direction and control of supervisory personnel employed by the County. County shall be responsible for payment of salaries and all benefits for the employees furnishing or participating in the provision of central dispatch services and only the personnel policies adopted by the County shall apply to such employees.
8. In addition to the provision of communication services hereinabove referred to, County shall provide to the City the following;

- a. Dispatch and telephone answering services when the Police Department and Fire Department are closed after 5:00pm on weekdays.
  - b. Dispatch and telephone answering services for the Police Department and Fire Department on holidays and weekends.
9. Should any suit be filed against the City and/or County arising from or relating to the services which are the subject of this Agreement, each party will be responsible for its own defense.

This Contract shall be effective on October 1, 2019, at which time and on which date the previous agreements between the parties providing for communication services shall terminate and be superseded by this agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jon Behrens, Interim City Manager  
City of Canyon, Texas

ATTEST:

\_\_\_\_\_  
Gretchen Mercer, City Clerk  
City of Canyon, Texas

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ernie Houdashell, County Judge  
Randall County, Texas

ATTEST:

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Susan B. Allen, County Clerk  
Randall County, Texas

City-County Fire Protection Agreement

THE STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF RANDALL         §

This Agreement made between the CITY OF CANYON, acting by and through its duly authorized Mayor, hereinafter called "CITY" and the COMMISSIONERS' COURT OF RANDALL COUNTY, TEXAS acting by and through its duly authorized County Judge, hereinafter called "COUNTY", and is executed pursuant to Chapter 791 TEX. LOC. GOV'T CODE and §352.001, TEX. LOC. GOV'T CODE.

WITNESSETH:

WHEREAS, the Commissioners Court of Randall County, Texas, has determined that a need exists for fire protection to be provided to protect the property of citizens of Randall County, who reside outside the limits of the City of Canyon; and

WHEREAS, the City of Canyon agrees to furnish fire protection service upon terms and conditions stated below;

**NOW, THEREFORE, CITY AND COUNTY** do hereby agree as follows:

1. CITY shall furnish firefighting equipment and personnel as may be available to the citizens of rural Randall County as requested based upon availability. It is understood and agreed between parties hereto that the acts of any person or persons while fighting fires, traveling to or from fires, or in any manner furnishing fire protection to the citizens of COUNTY outside CITY shall, in accordance with §352.004 TEX. LOC. GOV'T CODE, be considered as the acts of agents of COUNTY in all respects, notwithstanding such person or persons may be regular employees or volunteer firemen of any of the parties to such fire protection agreement.
2. CITY agrees that each of its volunteer or full time firefighters shall have training meeting the requirements set forth by the National Fire Protection Agency (NFPA 1001). Firefighters responding to COUNTY will hold as a minimum an intro level firefighter certification from the Texas State Firefighters' and Fire Marshals' Association or the Texas Commission on Fire Protection and shall have completed the National Wildland Coordinating Group S130 and S190 courses. Furthermore CITY

agrees that each of its firefighters responding to EMS (Emergency Medical Services) incidents hold a current license with the Texas Department of State Health Services at a minimum of the Emergency Care Attendant level and will operate under the current medical protocols approved by the medical director.

3. Both fire departments shall comply with the National Incident Management System (NIMS). All firefighters must complete the following courses: IS 100, 200, 700 and 800. In addition to the above all supervisors must complete the IS 300 and 400 courses.
4. At the end of each month during the term of this agreement, CITY'S Fire Department shall furnish to COUNTY two copies of a complete written report of every incident CITY'S Fire Department responded to or notice that no runs were made during the month. One copy of such report shall be mailed or emailed to the Randall County Judge and the other to the Randall County Auditor. Every report shall include:
  - a) the date and time of the incident including the time of arrival of the first unit and the time units returned to service;
  - b) the nature of the incident;
  - c) the occupants, victim's or patients name(s);
  - d) the location of the incident;
  - e) the type of property involved;
  - f) the cause, if known, of any fire; and
  - g) the results of the efforts of the units on scene. Information that may violate HIPPA laws will not be included in reports. Payment of any sums due shall be withheld until such incident or run documentation has been properly reported.
5. COUNTY hereby agrees and obligates itself to pay to CITY a percentage of the actual operational cost for the preceding year for fire protection services provided under this agreement excluding capital expenditures not specifically for the needs of the COUNTY. Capital expenditures mean a single expenditure of \$5,000 or more. Reimbursement of capital expenditures shall be negotiated on a case by case basis by designated representatives of the COUNTY and CITY. This percentage shall be computed by dividing the total number of all calls made by CITY during the preceding year into the number of non-mutual aid rural fire calls answered by CITY for the same year. Such amount shall be for the COUNTY each fiscal year October 1<sup>st</sup> through

September 30<sup>th</sup>. Such sum shall be payable in equal monthly installments. Payment may be withheld if any reports required by this agreement are delinquent. COUNTY shall release withheld funds upon receipt of currently due reports.

6. CITY will be compensated for responding to incidents in the area highlighted in yellow on the map attached as Exhibit "A," which is incorporated herein. If CITY responds to any other areas of the county, this will be considered mutual aid and there be no compensation. If COUNTY responds to a call within the city limits, this will be considered mutual aid and COUNTY will not be compensated.
7. The parties agree that payment of any obligation arising from this agreement shall be made from current revenues.
8. CITY agrees to be an equal opportunity employer and shall not discriminate on the basis of race, color, national origin, sex, religion, age or handicap.
9. COUNTY reserves the right to revoke this contract at any time due to lack of funding.
10. COUNTY reserves the right to conduct a complete audit of CITY Fire Department's financial, training and certification records.
11. It is understood and agreed that, in the event an emergency condition exists within CITY by reason of one or more fires in progress CITY'S Fire Chief, in his/her discretion, may decline to send firefighting equipment beyond the city limits in response to a fire call.
12. COUNTY shall furnish, maintain and keep in good repair a tender truck of approximately 3,500 – 5,000 gallon capacity. This tender shall be equipped for use on rural fires where large amounts of water are necessary and shall be placed in the possession of the CITY'S Fire Department for operation and service. CITY agrees to provide a building to house this tender truck at all times. The tender truck will become a part of the overall fire protection agreement and will be dispatched to any mutual aid partners when requested by COUNTY. COUNTY, within its discretion, reserves the right to re-position this tender anytime as deemed necessary for rural fire protection.
13. This contract shall be effective October 1, 2019, and will remain in effect until terminated by either party by written notice given at least 90 days before the date of termination.

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Date

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Jon Behrens, Interim City Manager



City of Canyon, Texas

ATTEST:

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Gretchen Mercer, City Clerk  
City of Canyon, Texas

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Date

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Ernie Houdashell, County Judge  
Randall County, Texas

ATTEST:

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Susan B. Allen, County Clerk  
Randall County, Texas

To: Jon Behrens, Interim City Manager  
From: Chris Sharp, Director of Finance  
Date: July 29, 2019  
Re: Budget Work Session

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At our last budget work session, a question was posed as to why the city's taxable value on new property was so much lower than it was last year. Simple answer is, a little over \$32 million of the new construction was done by WT, CISD and our EDC. That amount comes off of the taxable value since neither of those three entities pay ad valorem taxes. The additional \$28 million is included in our taxable value of all property.

We did receive our effective tax rate numbers. Our effective tax rate, which includes our M&O and our I&S is \$0.43809. Remember, the effective tax rate is the rate that we would charge if we were to collect that same amount of property tax that we received last year. The M&O effective tax rate is \$0.37899. Our current M&O tax rate is \$0.39083, which is 3.12% above the effective tax rate. Our I&S rate is set at the rate needed to collect enough to pay the debt payment on our pool bonds. The rate needed is \$0.0591.

If we keep our current M&O tax rate of \$0.39083 and the I&S rate of \$0.0591, our total tax rate will be \$0.44993. Overall, this would increase property taxes by 2.7% above the effective tax rate. This would generate a little over \$76,000 for the General Fund.

If you have questions before Monday's meeting, please feel free to contact Jon or I. We'll also have staff at the work session to answer any questions that you may have.

To: Jon Behrens, Interim City Manager  
From: Chris Sharp, Director of Finance  
Date: July 29, 2019  
Re: Hold First Public Hearing on Proposed Tax Rate for Fiscal Year 2019-2020

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Pursuant to the Texas Truth in Taxation Laws, we must hold two public hearings if we are adopting a tax rate higher than the effective rate. After receiving updated numbers from the County, our anticipated effective tax rate will be \$.43809. This is the combined rate of Maintenance and Operation (M&O) and Interest and Sinking fund (I&S). The proposed tax rate of .44993 is 2.7% above the effective tax rate.

To break this down a little further and hopefully simplify our proposed tax rate, here is how each rate looks separately;

M&O effective rate - .37899  
M&O proposed rate - .39083

I&S (debt service for swimming pool) current rate - .0566  
I&S proposed rate - .0591

When both rates are combined (.44993), it equates to a 2.7% increase above the effective tax rate.

**Tonight is the first of two required public hearings. No action is required at this time.**