



NOTICE OF THE CITY OF BRECKENRIDGE
**SPECIAL MEETING OF THE BRECKENRIDGE CITY
COMMISSION**

January 18, 2022 at 5:30 PM

AGENDA

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the City Commission will meet in a Special Meeting of the Breckenridge City Commission on January 18, 2022 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

CALL TO ORDER

OPEN FORUM

This is an opportunity for the public to address the City Commission on any matter of public business, except public hearings. Comments related to public hearings will be heard when the specific hearing begins.

STAFF REPORT

(Staff Reports are for discussion only. No action may be taken on items listed under this portion of the agenda, other than to provide general direction to staff or to direct staff to place such items of a future agenda for action.)

City Manager

1. FY 22 1st Quarter Financials
2. Texas Water Development Board Grants Update

CONSENT AGENDA

Any commission member may request an item on the Consent Agenda to be taken up for individual consideration.

3. Consider approval of the December 7, 2021, Regular Commission meeting minutes as recorded.
4. Consider approval or Resolution 2022-01 adopting a policy in connection with the City's participation in the Federally funded projects associated with the American Rescue Plan Act (ARPA) - Coronavirus Local Fiscal Recovery Funds (CLFRF) and authorizing the Mayor to define and establish essential workers eligible for Premium Pay.
5. Consider approval of Resolution 2022-02 adopting policies in connection with the City of Breckenridge, Texas participation in Federally Funded projects associated with the American

Rescue Plan Act-Coronavirus Local Fiscal Recovery Fund and adherence to the regulations described therein.

6. Consider approval of Resolution 2022-03 authorizing the acceptance of American Rescue Plan Act (ARPA) -Coronavirus Local Fiscal Recovery Funds (CLFRF) and authorizing the Mayor and City Manager to act as the City's Executive Officer and authorized representative in all matters pertaining to the City's implementation of the ARPA-CLFRF funds.

ACTION ITEMS

7. Consider approval of a consent to encroachment with Caddo Creek Investments, LLC for an accessory building which encroaches twenty-two (22) inches into City right-of-way at lots 10 and 11, block 9 Roselawn Addition.
8. Consider approval of an Interlocal Agreement between the City of Breckenridge and Stephens County, Texas to coordinate the operation of the Breckenridge Municipal Court and the Stephens County Justice of Peace Court and authorizing the Mayor to execute necessary documents on behalf of the City.
9. Consider approval of an Interlocal Agreement between the City of Breckenridge and Stephens County, Texas for fire protection and first responder services and authorizing the Mayor to execute necessary documents on behalf of the City.
10. SECOND READING: Consider approval of Ordinance 2022-01 repealing and replacing Ordinance 21-11 establishing a General Fee Schedule for the City of Breckenridge and establishing an effective date.
11. Consider approval of Ordinance 2022-02 amending the Fiscal Year 2021-2022 official budget adopted by Ordinance 21-09, appropriating \$89,000 for the purpose of funding employee salary adjustments in the General Fund, Water Fund, and Wastewater Fund.

EXECUTIVE SESSION

Pursuant to Texas Government Code, Annotated, Chapter 551, Subchapter D, Texas Open Meetings Act (the "Act"), City Commission will recess into Executive Session (closed meeting) to discuss the following:

Personnel Matters

§551.074: Personnel matters (to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee):

12. City Secretary

RECONVENE INTO OPEN SESSION

In accordance with Texas Government Code, Section 551, the City Commission will reconvene into Open Session and consider action, if any, on matters discussed in Executive Session.

ADJOURN

NOTE: As authorized by Section 551.071 of the Texas Government Code (Consultation with City Attorney), this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

CERTIFICATION

I hereby certify that the above notice was posted in the bulletin board at Breckenridge City Hall, 105 North Rose Avenue, Breckenridge, Texas , by **1:00 PM** on the **13th day of JANUARY 2022**.

Heather Robertson-Caraway, City Secretary



Persons with disabilities who plan to attend this public meeting and who may need auxiliary aid or services are requested to contact the Breckenridge City Hall 48 hours in advance, at 254-559-8287, and reasonable accommodations will be made for assistance.

**CITY OF BRECKENRIDGE
FY 21-22 QUARTERLY BUDGET REPORT
1ST QUARTER (OCT-DEC, 21)
25% OF FISCAL YEAR COMPLETE**

FUNDS	ADOPTED BUDGET	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>GENERAL FUND</u>				
REVENUES				
Ad valorem tax	2,040,000	462,967	22.69%	1,577,033
Sales tax	925,000	271,029	29.30%	653,971
Mixed Beverage and Hotel/Motel Tax	45,500	19,405	42.65%	26,095
Licenses & Permits	15,500	5,020	32.39%	10,480
Charges for Services	150,000	42,742	28.49%	107,258
Franchise Fees	448,000	109,319	24.40%	338,681
Fines & Penalties	40,300	9,391	23.30%	30,909
Grants/Intergovernmental	-	-	0.00%	-
Other proceeds	37,400	6,066	16.22%	31,334
Other Sources	500,000	120,840	24.17%	379,160
TOTAL REVENUES	4,201,700	1,046,780	24.91%	3,154,920
EXPENDITURES				
Mayor & Commission	1,500	310	20.64%	1,190
City Manager	177,600	50,205	28.27%	127,395
City Secretary	153,200	39,888	26.04%	113,312
Public Works Director	113,200	23,422	20.69%	89,778
Finance	92,100	23,092	25.07%	69,008
City Offices	53,600	12,617	23.54%	40,983
Fire Dept/Court Facility	12,600	1,821	14.46%	10,779
Police	1,107,400	233,813	21.11%	873,587
Animal Welfare	16,050	2,548	15.88%	13,502
Municipal Court	95,550	22,113	23.14%	73,437
Fire	712,500	187,023	26.25%	525,477
Aging Services Program	15,800	173	1.09%	15,627
Cemetery	59,000	12,862	21.80%	46,138
Parks & Recreation	316,200	36,666	11.60%	279,534
Street Department	361,150	84,297	23.34%	276,853
Garage & Warehouse	71,000	12,736	17.94%	58,264
Non Departmental	693,335	131,888	19.02%	561,447
TOTAL EXPENDITURES	4,051,785	875,473	21.61%	2,000,213
REVENUES OVER/ (UNDER) EXPENDITURES	149,915	171,306		

**CITY OF BRECKENRIDGE
FY 21-22 QUARTERLY BUDGET REPORT
1ST QUARTER (OCT-DEC, 21)
25% OF FISCAL YEAR COMPLETE**

FUNDS	ADOPTED BUDGET	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>SPECIAL REVENUE FUNDS</u>				
102-WATER FUND				
REVENUES	2,457,850	1,196,928	48.70%	1,260,922
EXPENDITURES	1,380,650	241,155	17.47%	1,139,495
OTHER USES	400,000	100,003	25.00%	299,997
REVENUES OVER/ (UNDER) EXPENDITURES	<u>677,200</u>	<u>855,770</u>		
103-WASTEWATER FUND				
REVENUES	1,193,300	287,999	24.13%	905,301
EXPENDITURES	927,300	123,605	13.33%	803,695
OTHER USES	125,000	31,247	25.00%	93,753
REVENUES OVER/ (UNDER) EXPENDITURES	<u>141,000</u>	<u>133,147</u>		
104-SANITATION FUND				
REVENUES	1,020,450	262,879	25.76%	757,571
EXPENDITURES	936,400	169,967	18.15%	766,433
OTHER USES	50,000	4,174	8.35%	45,826
REVENUES OVER/ (UNDER) EXPENDITURES	<u>34,050</u>	<u>88,738</u>		
105-FIRE DEPARTMENT SPECIAL FUND				
REVENUES	300	4,753	1584.41%	(4,453)
EXPENDITURES	1,000	704	70.36%	296
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(700)</u>	<u>4,050</u>		
106-CEMETERY TRUST FUND				
REVENUES	45,000	4,915	10.92%	40,085
EXPENDITURES	7,500	1,366	18.21%	6,134
REVENUES OVER/ (UNDER) EXPENDITURES	<u>37,500</u>	<u>3,549</u>		

**CITY OF BRECKENRIDGE
FY 21-22 QUARTERLY BUDGET REPORT
1ST QUARTER (OCT-DEC, 21)
25% OF FISCAL YEAR COMPLETE**

FUNDS	ADOPTED BUDGET	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
111-EQUIPMENT REPLACEMENT FUND				
REVENUES (<i>Other Sources</i>)	75,500	34	0.05%	75,466
EXPENDITURES	55,000	-	0.00%	55,000
REVENUES OVER/ (UNDER) EXPENDITURES	<u>20,500</u>	<u>34</u>		
113-STREET MAINTENANCE SALES TAX				
REVENUES	231,700	68,000	29.35%	163,700
EXPENDITURES	200,000	28,911	0.00%	171,089
REVENUES OVER/ (UNDER) EXPENDITURES	<u>31,700</u>	<u>39,089</u>		
116-PARK FUND				
REVENUES	475	4	0.79%	471
EXPENDITURES	2,000	-	0.00%	2,000
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(1,525)</u>	<u>4</u>		
130-POLICE DEPARTMENT SPECIAL FUND				
REVENUES	60	4	7.13%	56
EXPENDITURES	-	-		-
REVENUES OVER/ (UNDER) EXPENDITURES	<u>60</u>	<u>4</u>		
197-CAPITAL IMPROVEMENTS PROJECT FUND				
REVENUES	1,343,743	1		1,343,742
EXPENDITURES	-	-		-
REVENUES OVER/ (UNDER) EXPENDITURES	<u>1,343,743</u>	<u>1</u>		
198-GENERAL DEBT SERVICE FUND				
REVENUES	359,000	152,479	42.47%	206,521
EXPENDITURES	469,339	-	0.00%	469,339
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(110,339)</u>	<u>152,479</u>		



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

January 4, 2021

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

Consider approval of the December 7, 2021 Regular Commission meeting minutes as recorded.

BACKGROUND INFORMATION:

The minutes of the City Commission Meeting are recorded by the City Secretary and presented to the Commission for approval.

FISCAL IMPACT:

- Not Applicable
 Proposed Expenditure:
 General Ledger Code:
 Proposed Revenue:
 Budget Amendment Required: No
 Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Minutes

RECOMMENDED MOTION AND/OR ACTION:

Move to approve the minutes of the City Commission of Breckenridge as recorded.

DECEMBER 7, 2021

REGULAR TOWN COMMISSION MEETING OF THE TOWN OF BRECKENRIDGE, TEXAS, HELD ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

MAYOR
MAYOR PRO TEM, PLACE 3
COMMISSIONER PLACE 4

BOB SIMS
VINCE MOORE
GARY MERCER

CITY MANAGER
PUBLIC WORKS DIRECTOR
FIRE CHIEF
PARKS DIRECTOR
EDC DIRECTOR

ERIKA MCCOMIS
HOUSTON SATTERWHITE
CALVIN CHANEY
STACY HARRISON
COLTON BUCKLEY

ABSENT
COMMISSIONER PLACE 1
COMMISSIONER PLACE 2

RUSSELL BLUE
ROB DURHAM

CALL MEETING TO ORDER
Mayor Sims called the regular meeting to order at 5:30 p.m.

INVOCATION
Invocation led by Pastor Otho Noggle.

OPEN FORUM
This is an opportunity for the public to address the City Commission on any matter of public business, except public hearings.

No speakers

STAFF REPORT

City Manager

1. Upcoming events and important dates.
 - December 7 - Breckenridge Fine Arts Center Christmas Workshop
 - December 8 - Lighted Christmas Parade
 - December 9 - Pancakes with Santa
 - December 11 - Shine Concert
 - December 16 - Employee Holiday Luncheon

December 17 - Stockings for Senior Citizens (last day to bring items)

December 24, 27, 31 City Hall closed for Christmas and New Years Holidays

Mark your calendar - February 5 - Chamber of Commerce Banquet and Awards

2. Administration Update

City Manager Erika McComis briefly went over the upcoming holiday events throughout the City of Breckenridge.

Ms. McComis updated the commission on changes that were previously made in the administrative area of the city back in October, including title changes for employees that already handled the assigned duties but did not carry the appropriate titles. The position title changes will allow the employees to have more ownership of their duties and will allow other staff and citizens to know which employee handles specific duties. Heather Robertson-Caraway is the City Secretary, Diane Latham is the Finance Director/Deputy City Secretary, Pamela Wright is the Assistant to the City Manager/Assistant City Secretary, Heather Neely is the HR Coordinator/A/P Clerk.

Public Works Director

3. Creek Maintenance Update

4. Street Maintenance Update

Houston Satterwhite informed the commission that he will handle spraying the creek with retardant over the next week to maintain the growth of the cane in the creek area. He also updated commission on street patching that had occurred over the past week. He also stated the street department is currently at full status and will be able to complete more projects in the future.

CONSENT AGENDA

5. Consider approval of the November 1, 2021 Regular Commission meeting minutes as recorded.
6. Consider approval of the Fiscal Year 2020-2021 Annual Investment Report.
7. Consider approval of an audit engagement letter with George, Morgan and Sneed, P.C. to perform audit services on the cities Hotel Motel Tax Fund for the year ending December, 31, 2021 for the purpose of determining compliance with the contract between the Chamber and the City of Breckenridge.
8. Consider approval of Resolution 21-35 supporting the allocation method for Opioid settlement proceeds as set forth in the State of Texas Political Subdivision Opioid Abatement

Fund Council and Settlement Allocation Term Sheet and authorize Mayor to execute same on behalf of the City.

Mayor Pro Tem Moore moved to approve the consent agenda as presented. Commissioner Mercer seconded the motion. **The motion passed 3-0.**

ACTION ITEMS

9. Consider approval of Resolution 21-36 authorizing a professional service provider selection for Coronavirus Local Fiscal Recovery Fund Programs through the American Rescue Plan Act of 2021 (ARPA) and authorizing the City Manager to execute necessary documents.

Ms. McComis informed the commission that Mayor Pro Tem Moore, Mr. Satterwhite and herself handled the rating as a committee for the submittals and all found both companies to be comparable. Staff has experience working with EHT but felt working with Jacob Martin would be adequate as well. Commission expressed their appreciation in the previous work with EHT and felt it was in the best interest of the city to continue working with them.

Mayor Pro Tem Moore moved to approve Resolution 21-36 authorizing Enprotec/Hibbs & Todd as the selected professional service provider and authorizing the city manager to execute the necessary documents. Commissioner Mercer seconded the motion. **The motion passed 3-0.**

10. Discuss and consider an amendment to the Breckenridge Chamber of Commerce/Breckenridge Economic Development Corporation Agreement.

EDC Director, Colten Buckley presented the changes made to the current agreement that expires in late 2022. The Chamber and EDC have a combined vision for the city and will work together in the future. The agreement allows for Mr. Buckley to be the director of both the EDC and Chamber and Whitney Stultz as the coordinator allowing for a secretary to be hired that will assist both. The amended agreement also provides more funding from the EDC to the Chamber in order to hire the newly approved secretary position.

Mayor Pro Tem Moore moved to approve the amendment to the Breckenridge Chamber of Commerce/Breckenridge Economic Development Corporation Agreement. Commissioner Mercer seconded the motion. **The motion passed 3-0.**

11. Consider approval of Ordinance 21-14 establishing a Municipal Court Technology Fund and providing for the assessment and collection of a Municipal Court Technology Fee.

Commissioner Mercer moved to approve Ordinance 21-14 establishing a Municipal Court Technology Fund and providing for the assessment and collection of a Municipal Court Technology Fee. Mayor Pro Tem Moore seconded the motion. **The motion passed 3-0.**

12. Consider approval of Ordinance 21-15 authorizing the act governing the Texas Municipal Retirement System, Restricted Prior Service Credit to employees who are members of the system.

Commissioner Mercer moved to approve Ordinance 21-15 authorizing the act governing the Texas Municipal Retirement System, Restricted Prior Service Credit to employees who are members of the system. Mayor Pro Tem Moore seconded the motion. **The motion passed 3-0.**

- 13. *FIRST READING:* Consider approval of Ordinance 22-01 repealing and replacing Ordinance 21-11 establishing a General Fee Schedule for the City of Breckenridge and establishing an effective date.

Ms. McComis informed the commission that staff reviewed the current ordinance and realized some fees were left out such as the pool and facility rental fees. The amended ordinance will also allow staff to waive the rental fees for non profit organizations instead of bringing those requests to the commission. The updated ordinance allows the Finance Director to waive the late fees for utility accounts that were current for 12 consecutive months prior to the request.

Mayor Pro Tem Moore moved to approve the first reading of Ordinance 22-01 repealing and replacing Ordinance 21-11 establishing a General Fee Schedule. Commissioner Mercer seconded the motion. **The motion passed 3-0.**

ADJOURN

There being no further business, Mayor Pro Tem Moore adjourned the regular session at 5:58 p.m.

Bob Sims, Mayor

Pamela Wright, Assistant City Secretary



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

January 4, 2022

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

Consider approval or Resolution 2022-01 adopting a policy in connection with the City's participation in the Federally funded projects associated with the American Rescue Plan Act (ARPA) - Coronavirus Local Fiscal Recovery Funds (CLFRF) and authorizing the Mayor to define and establish essential workers eligible for Premium Pay.

BACKGROUND INFORMATION:

The proposed resolution allows the city to designate certain workers as essential personnel necessary for the operation of the City of Breckenridge municipal departments. Designating employees as essential allows the City to use CLFRF funds for premium pay to eligible workers.

The Texas Department of Emergency Management explains premium pay as below:

Premium pay means an amount of up to \$13 per hour that is paid to an eligible worker, in addition to wages or remuneration the eligible worker otherwise receives, for all essential work performed by the eligible worker during the COVID-19 public health emergency. Such amount may not exceed \$25,000 with respect to any single eligible worker. Premium pay will be considered to be in addition to wages or remuneration the eligible worker otherwise receives if, as measured on an hourly rate, the premium pay is:

(1) With regard to work that the eligible worker previously performed, pay and remuneration equal to the sum of all wages and remuneration previously received plus up to \$13 per hour with no reduction, substitution, offset, or other diminishment of the eligible worker's previous, current, or prospective wages or remuneration; or

(2) With regard to work that the eligible worker continues to perform, pay of up to \$13 that is in addition to the eligible worker's regular rate of wages or remuneration, with no

reduction, substitution, offset, or other diminishment of the workers' current and prospective wages or remuneration.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

The City Manager reviewed this item.

ATTACHMENTS:

Resolution

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Resolution 2022-01 adopting a policy in connection with the City's participation in the Federally funded projects associated with the American Rescue Plan Act (ARPA) - Coronavirus Local Fiscal Recovery Funds (CLFRF) and authorizing the Mayor to define and establish essential workers eligible for Premium Pay.

RESOLUTION NO. 2022-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, ADOPTING A POLICY IN CONNECTION WITH THE CITY’S PARTICIPATION IN THE FEDERALLY FUNDED PROJECTS ASSOCIATED WITH THE AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF); AND AUTHORIZING THE MAYOR TO DEFINE AND ESTABLISH ESSENTIAL WORKERS ELIGIBLE FOR PREMIUM PAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Breckenridge desires to develop a viable community, including decent housing, suitable living environment, expanding economic opportunities, addressing health and safety needs, and improving critical infrastructure in response to the COVID-19 Pandemic; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary for the City of Breckenridge to define which persons or sectors are classified as essential workers related to the COVID-19 pandemic; and where those workers would be eligible for premium pay; and

WHEREAS, the Mayor or Chief Elected Official, has the authority to issue a policy defining the categories or sectors of essential workers.

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

SECTION 1: INCORPORATION OF PREMISES. The premises set forth above are true and correct and are incorporated into this body of this Resolution as is set forth fully herein.

SECTION 2: ESSENTIAL WORKERS

2.1 The City Commission of the City of Breckenridge further directs and designates the Mayor or Mayor Pro-Tem the authority to issue a policy defining essential workers in connection with this Resolution and the City’s participation in the ARPA – CLFRF; and

2.2 The designated essential employees are eligible for premium pay reimbursement determined by the Mayor or Chief Elected Official.

SECTION 2: ADOPTION OF POLICY. The City Commission hereby adopts the following policy, attached hereto, to be the official policy establishing essential workers of the City in regards to the City’s participation with the American Rescue Plan Act – Coronavirus Local Fiscal Recovery Fund, as follows:

1. Essential workers attached hereto and incorporated as if set forth fully herein as Exhibit A.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect upon its passage and approval.

DULY PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE ON THIS THE 4TH DAY OF JANUARY, 2022.

APPROVED:

Bob Sims, Mayor

ATTEST:

Pamela Wright, Assistant City Secretary

'Exhibit A'

**CITY OF BRECKENRIDGE
ESSENTIAL EMPLOYEES****First Responders**

- All police and fire employees

Public Works Employees

- Public Works Director
- Streets Foreman
- Streets Crew Leader
- Streets Laborer
- Water Treatment Plant Operator
- Water Distribution Foreman
- Water Distribution Crew Leader
- Water Distribution Laborer
- Sewer Collection Foreman
- Sewer Collection Crew Leader
- Sewer Collection Laborer
- Sewer Treatment Plant Supervisor
- Sewer Treatment Plant Operator

Public Services

- Public Services Director
- Parks and Recreation Laborer



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

November 1, 2021

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

Consider approval of Resolution 2022-02 adopting policies in connection with the City of Breckenridge, Texas participation in Federally Funded projects associated with the American Rescue Plan Act-Coronavirus Local Fiscal Recovery Fund and adherence to the regulations described therein.

BACKGROUND INFORMATION:

The City recently received funds through the ARPA program and is recommending the commission approve the attached resolution to conform to standards set forth in order to use ARPA-CLFRF funds.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

The City Manager reviewed this item.

ATTACHMENTS:

Resolution

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Resolution 2022-02.

RESOLUTION No. 2022-02**A RESOLUTION ADOPTING THE ATTACHED POLICIES IN CONNECTION WITH THE CITY OF BRECKENRIDGE, TEXAS PARTICIPATION IN FEDERALLY FUNDED PROJECTS ASSOCIATED WITH THE AMERICAN RESCUE PLAN ACT – CORONAVIRUS LOCAL FISCAL RECOVERY FUND (ARPA – CLFRF) AND ADHERENCE TO THE REGULATIONS DESCRIBED THEREIN.**

Whereas, the City of Breckenridge, Texas, (hereinafter referred to as “City”) has been awarded ARP - CLFRF funding through an ARP - CLFRF grant from the United States Treasury Department (hereinafter referred to as “TREASURY”);

Whereas, the City, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CLFRF activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the City, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the City, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the ARP - CLFRF project area;

Whereas, the City, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State’s certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the City, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each ARP - CLFRF project;

Whereas, the City, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the City, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires federal programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the ARP - CLFRF contract, to affirmatively further fair housing;

Whereas, the City, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BRECKENRIDGE, TEXAS, ADOPTS THE FOLLOWING:

- 1. Citizen Participation Plan and Grievance Procedures;
- 2. Section 3 Policy;
- 3. Excessive Force Policy;
- 4. Section 504 Policy and Grievance Procedures;
- 5. Limited English Proficiency Plan;
- 6. Fair Housing Policy; and
- 7. Code of Conduct Policy

Passed and approved this _____ day of _____, 2022.

Bob Sims, Mayor

Attest:

Pamela Wright, Assistant City Secretary

RESOLUCIÓN No. _____**UNA RESOLUCIÓN QUE ADOPTA LAS POLÍTICAS ADJUNTAS EN RELACIÓN CON LA CIUDAD DE BRECKENRIDGE, TEXAS PARTICIPACIÓN EN PROYECTOS FINANCIADOS FEDERALMENTE ASOCIADOS CON LA LEY DEL PLAN DE RESCATE AMERICANO - FONDO DE RECUPERACIÓN FISCAL LOCAL DE CORONAVIRUS (ARPA - CLFRF).**

Considerando que, la Ciudad de Breckenridge, Texas, (en adelante, "Ciudad") ha recibido fondos ARP - CLFRF a través de una subvención ARP - CLFRF del Departamento del Tesoro de los Estados Unidos (en adelante, "TESORO");

Considerando que, la Ciudad, de acuerdo con la Sección 109 del Título I de la Ley de Vivienda y Desarrollo Comunitario. (24 CFR 6); la Ley de Discriminación por Edad de 1975 (42 USC 6101-6107); y la Sección 504 de la Ley de Rehabilitación de 1973 (29 USC 794) y para contratos de construcción superiores a \$ 10,000, deben tomar medidas para garantizar que a ninguna persona o grupo se le nieguen beneficios tales como empleo, capacitación, vivienda y contratos generados por la actividad CLFRF, por motivos de raza, color, religión, sexo, nacionalidad, edad o discapacidad;

Considerando que, la Ciudad, en consideración por la recepción y aceptación de fondos federales, acuerda cumplir con todas las reglas y regulaciones federales, incluidas las reglas y regulaciones que rigen la participación ciudadana y la protección de los derechos civiles;

Considerando que, la Ciudad, de acuerdo con la Sección 3 de la Ley de Vivienda y Desarrollo Urbano de 1968, según enmendada, y 24 CFR Parte 135, está obligada, en la mayor medida posible, a brindar capacitación y oportunidades de empleo a los residentes de bajos ingresos. y oportunidades de contratación para negocios en el área del proyecto ARP - CLFRF;

Considerando que, la Ciudad, de acuerdo con la Sección 104 (1) de la Ley de Vivienda y Desarrollo Comunitario, según enmendada, y los requisitos de certificación del Estado en 24 CFR 91.325 (b) (6), deben adoptar una política de fuerza excesiva que prohíba la uso de fuerza excesiva contra manifestaciones no violentas de derechos civiles;

Considerando que, la Ciudad, de acuerdo con la Orden Ejecutiva 13166, debe tomar medidas razonables para asegurar un acceso significativo a los servicios en programas y actividades con asistencia federal por parte de personas con dominio limitado del inglés (LEP) y debe tener un plan LEP en su lugar específico para el localidad y beneficiarios de cada proyecto ARP - CLFRF;

Considerando que, la Ciudad, de acuerdo con la Sección 504 de la Ley de Rehabilitación de 1973, no discrimina por motivos de discapacidad y acuerda asegurar que las personas calificadas con discapacidades tengan acceso a programas y actividades que reciben fondos federales; y

Considerando que, la Ciudad, de acuerdo con la Sección 808 (e) (5) de la Ley de Vivienda Justa (42 USC 3608 (e) (5)) que requiere que los programas y actividades federales se administren de manera afirmativa para promover la políticas de la Ley de Vivienda Justa, acuerda realizar al menos una actividad durante el período del contrato ARP - CLFRF, para promover afirmativamente la vivienda justa;

Considerando que, la Ciudad acuerda mantener normas escritas de conducta que cubran los conflictos de intereses y rijan las acciones de sus empleados involucrados en la selección, adjudicación y administración de contratos.

AHORA, POR LO TANTO, SE RESUELVE POR EL CONCEJO MUNICIPAL DE BRECKENRIDGE, TEXAS, ADOPTA LO SIGUIENTE:

1. Plan de Participación Ciudadana y Procedimientos de Quejas;
2. Política de la Sección 3;
3. Política de fuerza excesiva;
4. Política de la Sección 504 y Procedimientos de quejas;
5. Plan de dominio limitado del inglés;
6. Política de vivienda justa; y
7. Política del Código de Conducta

Aprobado y aprobado este _____ día de _____, 2021.

Bob Sims, Alcalde

Atestiguar:

Heather Robertson-Caraway, Secretario de la ciudad

CITIZEN PARTICIPATION PLAN

AMERICAN RESCUE PLAN ACT – CORONAVIRUS LOCAL FISCAL RECOVERY FUND (ARPA – CLFRF)

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the United States Treasury Department’s ARP - CLFRF Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Breckenridge, 105 N Rose Avenue, Breckenridge, Texas 76424, (254) 559-8287, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the ARP - CLFRF project.

1. A person who has a complaint or grievance about any services or activities with respect to the ARP - CLFRF project, whether it is a proposed, ongoing, or completed ARP - CLFRF should contact the City of Breckenridge, 105 N Rose Avenue, Breckenridge, Texas 76424, (254) 559-8287.
2. A copy of the complaint or grievance shall be transmitted by the City Secretary to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to the person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the ARP - CLFRF for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of ARP - CLFRF funds. The City, based upon the specific needs of the community’s residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the ARP - CLFRF project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend

the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.

4. A public hearing held prior to the submission of a ARP - CLFRF application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a ARP - CLFRF project:

1. At a minimum, the City shall hold at least one (1) public hearing prior to submitting the application to the United States Treasury Department.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable ARP - CLFRF application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the ARP - CLFRF program, and the use of past ARP - CLFRF contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the ARP - CLFRF program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by ARP - CLFRF, proposed to be made in the use of ARP - CLFRF funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the ARP - CLFRF project, the City shall hold a public hearing and review its program performance including the actual use of the ARP - CLFRF funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the ARP - CLFRF project or for the closeout of the ARP - CLFRF project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the ARP - CLFRF project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Bob Sims, Mayor

Date

PLAN DE PARTICIPACIÓN CIUDADANA

LEY DEL PLAN DE RESCATE AMERICANO - FONDO DE RECUPERACIÓN FISCAL LOCAL DE CORONAVIRUS (ARPA - CLFRF)

PROCEDIMIENTO DE QUEJAS

Estos procedimientos de quejas cumplen con los requisitos del Programa ARP - CLFRF del Departamento del Tesoro de los Estados Unidos y los Requisitos del Gobierno Local que se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de Breckenridge, 105 N Rose Avenue, Breckenridge, Texas 76424, (254) 559-8287, durante el horario comercial habitual.

A continuación se muestran los procedimientos formales de quejas y quejas con respecto a los servicios prestados en el marco del proyecto ARP - CLFRF.

1. Una persona que tenga una queja o queja sobre cualquier servicio o actividad con respecto al proyecto ARP - CLFRF, ya sea un ARP - CLFRF propuesto, en curso o completado, debe comunicarse con la Ciudad de Breckenridge, 105 N Rose Avenue, Breckenridge, Texas 76424, (254) 559-8287.
2. Secretario de la ciudad transmitirá una copia de la queja o queja formal a la entidad que es objeto de la queja o queja y al la Ciudad Fiscal de dentro de los cinco (5) días hábiles. después de la fecha de recepción de la queja o agravio.
3. La Ciudad completará una investigación de la queja o queja, si es posible, y proporcionará una respuesta por escrito oportuna a la persona que presentó la queja o queja dentro de los diez (10) días.
4. Si la investigación no se puede completar dentro de los diez (10) días hábiles de los 3 anteriores, se notificará a la persona que presentó la queja o queja, por escrito, dentro de los quince (15) días, cuando sea posible, después de recibir la queja o queja original y deberá detalle cuándo debe completarse la investigación.
5. Si es necesario, la queja y una copia por escrito de la investigación posterior se enviarán al ARP - CLFRF para su revisión y comentarios adicionales.
6. Si corresponde, proporcione copias de los procedimientos de quejas y respuestas a las quejas tanto en inglés como en español, o en otro idioma apropiado.

ASISTENCIA TÉCNICA

Cuando se solicite, la Ciudad proporcionará asistencia técnica a grupos que sean representativos de personas de ingresos bajos y moderados en el desarrollo de propuestas para el uso de fondos ARP - CLFRF. La ciudad, según las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, determinará el nivel y el tipo de asistencia.

DISPOSICIONES DE AUDIENCIA PÚBLICA

Para cada audiencia pública programada y conducida por la Ciudad, se observarán las siguientes disposiciones de audiencia pública:

1. El aviso público de todas las audiencias debe publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe publicarse en un periódico local. Cada aviso público debe incluir la fecha, la hora, el lugar y los temas que se considerarán en la audiencia pública. Un artículo de periódico publicado también se puede utilizar para cumplir con este requisito siempre que cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben colocarse en un lugar destacado en los edificios públicos y distribuirse a las autoridades locales de vivienda pública y otros grupos comunitarios interesados.

2. Cuando un número significativo de residentes que no hablan inglés forman parte del área de servicio potencial del proyecto ARP - CLFRF, los documentos vitales, como los avisos, deben publicarse en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar convenientes para los beneficiarios potenciales o reales e incluirá adaptaciones para personas con discapacidades. Las personas con discapacidades deben poder asistir a las audiencias y la Ciudad debe hacer arreglos para las personas que requieren ayudas o servicios auxiliares si se contactan al menos dos días antes de la audiencia.
4. Una audiencia pública que se lleve a cabo antes de la presentación de una solicitud ARP - CLFRF debe realizarse después de las 5:00 p.m. En un día laborable o en un horario conveniente los sábados o domingos.
5. Cuando se puede esperar razonablemente que un número significativo de residentes que no hablan inglés participe en una audiencia pública, un intérprete debe estar presente para satisfacer las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la preparación y presentación de una solicitud para un proyecto ARP - CLFRF:

1. Como mínimo, la Ciudad deberá celebrar al menos una (1) audiencia pública antes de presentar la solicitud al Departamento del Tesoro de los Estados Unidos.
2. La Ciudad conservará la documentación de los avisos de audiencia, una lista de las personas que asistieron a las audiencias, las actas de las audiencias y cualquier otro registro relacionado con el uso propuesto de fondos durante tres (3) años. desde el cierre de la subvención al estado. Dichos registros se pondrán a disposición del público de acuerdo con el Capítulo 552 del Código de Gobierno de Texas.
3. La audiencia pública incluirá una discusión con los ciudadanos como se describe en el manual de solicitud ARP - CLFRF aplicable para incluir, pero no se limita a, el desarrollo de las necesidades de desarrollo de vivienda y comunidad, la cantidad de fondos disponibles, todas las actividades elegibles bajo el ARP - Programa CLFRF, y el uso de fondos anteriores del contrato ARP - CLFRF, si corresponde. Se alentará a los ciudadanos, con especial énfasis en las personas de ingresos bajos y moderados que residen en barrios marginales y áreas deterioradas, a presentar sus puntos de vista y propuestas con respecto al desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deberán conocer el lugar donde pueden presentar sus opiniones y propuestas en caso de que no puedan asistir a la audiencia pública.
4. Cuando se puede esperar razonablemente que un número significativo de residentes que no hablan inglés participe en una audiencia pública, un intérprete debe estar presente para satisfacer las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en caso de que la Ciudad reciba fondos del programa ARP - CLFRF:

1. La Ciudad también deberá realizar una audiencia pública sobre cualquier cambio sustancial, según lo determine ARP - CLFRF, propuesto para ser realizado en el uso de fondos ARP - CLFRF de una actividad elegible a otra nuevamente utilizando los requisitos de notificación anteriores.
2. Una vez finalizado el proyecto ARP - CLFRF, la ciudad celebrará una audiencia pública y revisará el desempeño de su programa, incluido el uso real de los fondos ARP - CLFRF.
3. Cuando se pueda esperar razonablemente que un número significativo de residentes que no hablen inglés participe en una audiencia pública, ya sea para una audiencia pública relacionada con un cambio sustancial en el proyecto ARP - CLFRF o para el cierre del proyecto ARP - CLFRF, publique un aviso en ambos Inglés y español, u otro idioma apropiado y proporcionar un intérprete en la audiencia para satisfacer las necesidades de los residentes que no hablan inglés.
4. La Ciudad conservará la documentación del proyecto ARP - CLFRF, incluidos los avisos de audiencia, una lista de las personas que asistieron a las audiencias, las actas de las audiencias y cualquier otro registro relacionado con el uso real de los fondos. por un período de tres (3) años a partir del cierre de la subvención al estado. Dichos registros se pondrán a disposición del público de acuerdo con el Capítulo 552 del Código de Gobierno de Texas.

Section 3 Policy

In accordance with 12 U.S.C. 1701u the City of Breckenridge agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by ARP - CLFRF grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in ARP - CLFRF funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by TREASURY to the Grant Recipient.
- G. Submit reports as required by TREASURY regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Breckenridge, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Bob Sims, Mayor

Date

Sección 3 Política

De acuerdo con 12 USC 1701u la Ciudad de Breckenridge acuerda implementar los siguientes pasos, que, en *la mayor medida posible*, proporcionarán capacitación, laboral empleo y oportunidades de contratación para los residentes de la Sección 3 y las empresas de la Sección 3 de las áreas en las que se está llevando a cabo el programa / proyecto.

- A. Introducir y aprobar una resolución adoptando este plan como una política para esforzarse por alcanzar las metas de cumplimiento de las regulaciones de la Sección 3 al aumentar las oportunidades de empleo y contratación para los residentes y empresas de la Sección 3.
- B. Asignar deberes relacionados con la implementación de este plan al Oficial de Derechos Civiles designado.
- C. Notificar a los residentes de la Sección 3 y las inquietudes comerciales sobre posibles nuevos empleos y oportunidades de contratación a medida que se desencadenan por las subvenciones ARP - CLFRF mediante el uso de: Audiencias públicas y anuncios relacionados; avisos públicos; anuncios de licitación y documentos de licitación; notificación a organizaciones comerciales locales como la (s) Cámara (s) de Comercio o la Urban League; medios publicitarios locales, incluida la señalización pública; comités de área de proyecto y juntas asesoras ciudadanas; agencias de planificación regional; y todas las demás fuentes de referencia apropiadas. Incluya cláusulas de la Sección 3 en todas las solicitudes y contratos cubiertos.
- D. Mantener una lista de aquellas empresas que se han identificado a sí mismas como empresas de la Sección 3 para su utilización en adquisiciones financiadas por ARP - CLFRF, notificar a esas empresas sobre oportunidades contractuales pendientes y hacer que esta lista esté disponible para las necesidades generales de adquisiciones del Beneficiario de la Subvención.
- E. Mantenga una lista de aquellas personas que se han identificado a sí mismas como residentes de la Sección 3 y comuníquese con esas personas cuando haya oportunidades de contratación / capacitación disponibles a través del Beneficiario de la Subvención o los contratistas.
- F. Exigir que todos los contratistas y subcontratistas Prime con contratos de más de \$100,000 se comprometan con este plan como parte de su trabajo por contrato. Supervisar el desempeño de los contratistas con respecto al cumplimiento de los requisitos de la Sección 3 y exigir que presenten informes según lo requiera TREASURY al Beneficiario de la Subvención.
- G. Presentar informes según lo requiera TREASURY con respecto a la contratación con empresas de la Sección 3 y / o empleo a medida que ocurren; y presentar informes dentro de los 20 días posteriores al final del año fiscal federal (antes del 20 de octubre) que identifiquen y cuantifiquen las empresas y los empleados de la Sección 3.
- H. Mantener registros, incluidas copias de correspondencia, memorandos, etc., que documenten todas las acciones tomadas para cumplir con las regulaciones de la Sección 3.

Como funcionarios y representantes de la Ciudad de Breckenridge, los abajo firmantes hemos leído y estamos totalmente de acuerdo con este plan y nos convertimos en parte de la implementación completa de este programa.

Bob Sims, Alcalde

Fecha

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), City of Breckenridge hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of City of Breckenridge to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of City of Breckenridge to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. City of Breckenridge will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Breckenridge, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Bob Sims, Mayor

Date

Política de fuerza excesiva

De acuerdo con 24 CFR 91.325 (b) (6), la Ciudad de Breckenridge por la presente adopta y hará cumplir la siguiente política con respecto al uso de fuerza excesiva:

1. Es la política de la Ciudad de Breckenridge prohibir el uso de fuerza excesiva por parte de los organismos encargados de hacer cumplir la ley dentro de su jurisdicción contra cualquier individuo involucrado en manifestaciones no violentas de derechos civiles;
2. También es política de la Ciudad de Breckenridge hacer cumplir las leyes estatales y locales aplicables contra la restricción física de la entrada o salida de una instalación o ubicación que sea objeto de manifestaciones no violentas de derechos civiles dentro de su jurisdicción.
3. La ciudad de Breckenridge presentará y aprobará una resolución adoptando esta política.

Como funcionarios y representantes de la Ciudad de Breckenridge, los abajo firmantes hemos leído y estamos totalmente de acuerdo con este plan, y nos convertimos en parte de la implementación completa de este programa.

Bob Sims, Alcalde

Fecha

**Section 504 Policy Against Discrimination
based on Handicap and Grievance Procedures**

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the United States Treasury American Rescue Plan, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Breckenridge hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Treasury.
2. The City of Breckenridge does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Breckenridge recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Breckenridge shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the ARP - CLFRF program, City of Breckenridge shall ensure that they are provided with the information necessary to understand and participate in the ARP - CLFRF program.
6. Grievances and Complaints
 - A. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Breckenridge to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - B. Complaints should be addressed to: City of Breckenridge, City Secretary, 105 N Rose Avenue, Breckenridge, Texas 76424, (254) 559-8287, who has been designated to coordinate Section 504 compliance efforts
 - C. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - D. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - E. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by City. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
 - F. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by City, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
 - G. The Section 504 coordinator shall maintain the files and records of the City of Breckenridge relating to the complaint's files.
 - H. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Breckenridge within ten working days after the receipt of the written determination/resolution.

- I. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Treasury. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- J. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Breckenridge complies with Section 504 and Treasury regulations.

Bob Sims, Mayor

Date

**Sección 504 Política contra la discriminación
basada en discapacidades y procedimientos de quejas**

De acuerdo con 24 CFR Sección 8, No discriminación basada en discapacidades en programas y actividades con asistencia federal del Plan de Rescate Estadounidense del Tesoro de los Estados Unidos, Sección 504 de la Ley de Rehabilitación de 1973, según enmendada (29 USC 794), y la Sección 109 de la Ley de Vivienda y Desarrollo Comunitario de 1974, según enmendada (42 USC 5309), la Ciudad de Breckenridge adopta la siguiente política y procedimientos de quejas:

1. Prohibida la discriminación. Ninguna persona calificada con discapacidades en los Estados Unidos, únicamente por razón de su discapacidad, será excluida de la participación, se le negarán los beneficios o será objeto de discriminación en cualquier programa o actividad que reciba asistencia financiera federal de la Tesorería.
2. La Ciudad de Breckenridge no discrimina por motivos de discapacidad en la admisión o acceso, tratamiento o empleo en sus programas y actividades con asistencia federal.
3. Los Ciudad de Breckenridge materiales o publicaciones de reclutamiento de ladeberán incluir una declaración de esta política en 1. arriba.
4. La Ciudad de Breckenridge tomará medidas continuas para notificar a los participantes, beneficiarios, solicitantes y empleados, incluidos aquellos con problemas de visión o audición, y sindicatos u organizaciones profesionales que tengan convenios colectivos o acuerdos profesionales con los destinatarios que no discrimina. la base de la discapacidad en violación de 24 CFR Parte 8.
5. Para las personas con discapacidades auditivas y visuales elegibles para recibir servicios o que puedan verse afectadas por el programa ARP - CLFRF, la ciudad de Breckenridge se asegurará de que se les proporcione la información necesario para comprender y participar en el programa ARP - CLFRF.
6. Quejas formales y quejas
 - A. Cualquier persona que crea que ha sido objeto de discriminación por motivos de discapacidad puede presentar una queja conforme a este procedimiento. Es contra la ley que la Ciudad de Breckenridge tome represalias contra cualquier persona que presente una queja o coopere en la investigación de una queja.
 - B. Las quejas deben dirigirse a: Ciudad de Breckenridge, Secretario de ciudad, 105 N Rose Avenue, Breckenridge, Texas 76424, (254) 559-8287, que ha sido designado para coordinar los esfuerzos de cumplimiento de la Sección 504
 - C. Una queja debe presentarse por escrito o verbalmente, contener el nombre y la dirección de la persona que la presenta, y describa brevemente la supuesta violación de las regulaciones.
 - D. Una queja debe ser presentada dentro de los treinta (30) hábiles díasdespués de que el demandante tenga conocimiento de la presunta violación.
 - E. Una investigación, según corresponda, seguirá a la presentación de una queja. La investigación será realizada por la ciudad. Las investigaciones informales pero exhaustivas brindarán a todas las personas interesadas y a sus representantes, si los hay, la oportunidad de presentar pruebas relevantes para una queja.
 - F. Una determinación escrita en cuanto a la validez de la queja y la descripción de la resolución, en su caso, será expedido por Ciudad, y una copia remitida al demandante con quince (15) hábiles díasiguientes a la presentación de la demanda siempre que sea posible.
 - G. El coordinador de la Sección 504 mantendrá los archivos y registros de la Ciudad de Breckenridge relacionados con los archivos de la queja.

- H. El denunciante puede solicitar una reconsideración del caso en los casos en que no esté satisfecho con la determinación / resolución como se describe en f. encima. La solicitud de reconsideración debe hacerse a la Ciudad de Breckenridge en cuestión de diez de trabajo días después de la recepción de la resolución / resolución por escrito.
- I. El derecho de una persona a una resolución pronta y equitativa de la queja presentada a continuación no se verá afectado por la búsqueda de otros recursos por parte de la persona, como la presentación de una queja de la Sección 504 ante el Departamento del Tesoro de los EE. UU. La utilización de este procedimiento de quejas no es un requisito previo para la búsqueda de otros recursos.
- J. Estos procedimientos se interpretarán para proteger los derechos sustantivos de las personas interesadas, para cumplir con los estándares de debido proceso apropiados y asegurar que la Ciudad de Breckenridge cumpla con la Sección 504 y las regulaciones del Tesoro.

Bob Sims, Alcalde

Fecha

Fair Housing Policy

In accordance with Fair Housing Act, the City of Breckenridge hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. City of Breckenridge agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. City of Breckenridge agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. City of Breckenridge will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Breckenridge, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Bob Sims, Mayor

Date

Política de vivienda justa

De acuerdo con la Ley de Vivienda Justa, la Ciudad de Breckenridge por la presente adopta la siguiente política con respecto a Promover Afirmativamente la Vivienda Justa: La

1. La Ciudad de Breckenridge acuerda afirmar más opciones de vivienda justa para las siete clases protegidas (raza, color, religión , sexo, discapacidad, situación familiar y nacionalidad).
2. La Ciudad de Breckenridge acuerda planificar al menos una actividad durante el plazo del contrato para promover afirmativamente la vivienda justa.
3. La Ciudad de Breckenridge presentará y aprobará una resolución adoptando esta política.

Como funcionarios y representantes de la Ciudad de Breckenridge, los abajo firmantes hemos leído y estamos totalmente de acuerdo con este plan y nos convertimos en parte de la implementación completa de este programa.

Bob Sims, Alcalde

Fecha

CODE OF CONDUCT

CONFLICT OF INTEREST POLICY PERTAINING TO PROCUREMENT PROCEDURES

As a Grant Recipient of a federal or state grant contract (including ARP - CLFRF), the City of Breckenridge shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the federal or state grant contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Breckenridge shall participate in the selection, award, or administration of a contract supported by federal or state grant funds (including ARP - CLFRF) if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Breckenridge shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving federal or state grant funds (including ARP - CLFRF), that has any grant-related function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the federal or state grant activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a federal or state grant contract or award, or that is required to complete some or all work under the federal or state grant contract in order to meet any National Program Objectives.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a federal or state grant contract or award (including ARP - CLFRF), or that is required to complete some or all work under the federal or state grant contract in order to meet a National Program Objective, that might potentially receive benefits from the federal or state grant award may not participate in the selection, award, or administration of a contract supported by federal or state grant funding.

Any alleged violations of these standards of conduct shall be referred to the City of Breckenridge’s Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Bob Sims, Mayor

Date

CÓDIGO DE CONDUCTA
POLÍTICA DE CONFLICTO DE INTERÉS RELATIVO A LOS PROCEDIMIENTOS DE
ADQUISICIÓN

Como beneficiario de una subvención de un contrato de subvención federal o estatal (incluido ARP - CLFRF), la Ciudad de Breckenridge deberá evitar, neutralizar o mitigar los conflictos de intereses reales o potenciales a fin de evitar una ventaja competitiva injusta o la existencia de roles en conflicto que puedan afectar el desempeño del contrato de subvención federal o estatal o afectar la integridad del proceso de adquisición.

Para la adquisición de bienes y servicios, ningún empleado, funcionario o agente de la Ciudad de Breckenridge participará en la selección, adjudicación o administración de un contrato respaldado por fondos de subvención federales o estatales (incluido ARP - CLFRF) si él o ella tiene un conflicto de intereses real o aparente. Tal conflicto podría surgir si el empleado, funcionario o agente; cualquier miembro de su familia inmediata; su pareja; o una organización que emplea o está a punto de emplear a cualquiera de las partes indicadas en este documento, tiene un interés financiero o de otro tipo o un beneficio personal tangible de una empresa considerada para un contrato.

Ningún funcionario, empleado o agente de la Ciudad de Breckenridge solicitará o aceptará gratificaciones, favores o cualquier cosa de valor monetario de contratistas o firmas, contratistas potenciales o firmas, o partes de sub-acuerdos, excepto cuando el interés financiero no sea sustancial o el obsequio es un artículo no solicitado de valor intrínseco nominal.

Los contratistas que desarrollen o redacten especificaciones, requisitos, declaraciones de trabajo o invitaciones a licitaciones o solicitudes de propuestas deben ser excluidos de competir por tales adquisiciones.

Para todos los demás casos, ningún empleado, agente, consultor, funcionario o funcionario electo o designado del estado, o de una unidad del gobierno local general, o de cualquier agencia pública designada, o sub-beneficiarios que estén recibiendo fondos de subvenciones federales o estatales (incluyendo ARP - CLFRF), que tiene alguna función / responsabilidad relacionada con la subvención, o que está en posición de participar en un proceso de toma de decisiones u obtener información privilegiada, puede obtener un interés financiero o beneficiarse de la actividad de subvención federal o estatal.

Las restricciones de conflicto de intereses y los requisitos de adquisición identificados en este documento se aplicarán a una empresa que se beneficie, un proveedor de servicios públicos u otra entidad de terceros que esté recibiendo asistencia, directa o indirectamente, en virtud de un contrato o adjudicación de subvención federal o estatal, o que deba completar algunos o todos trabajan bajo el contrato de subvención federal o estatal para cumplir con los Objetivos del Programa Nacional.

Cualquier persona o entidad, incluida cualquier empresa que se beneficie, proveedor de servicios públicos u otra entidad de terceros que esté recibiendo asistencia, directa o indirectamente, en virtud de un contrato o adjudicación de subvención federal o estatal (incluido ARP - CLFRF), o que deba completar algunos o Todo el trabajo bajo el contrato de subvención federal o estatal para cumplir con un Objetivo del Programa Nacional, que potencialmente podría recibir beneficios de la subvención federal o estatal, no puede participar en la selección, adjudicación o administración de un contrato respaldado por una subvención federal o estatal. fondos.

Cualquier presunta violación de estos estándares de conducta será referida alla Ciudad de Breckenridge's Abogado de. Cuando parezca que se han producido infracciones, el empleado, funcionario o agente infractor estará sujeto a medidas disciplinarias, que incluyen, entre otras, el despido o la transferencia; cuando las violaciones o infracciones parezcan ser de naturaleza sustancial, el asunto puede remitirse a los funcionarios correspondientes para una investigación penal y un posible enjuiciamiento.

Bob Sims, Alcalde

Fecha

Limited English Proficiency Plan

Grantee:	City of Breckenridge
Community Population:	5,069
LEP Population:	348 – 6.9%
Languages Spoken:	
1. By more than 5% of the eligible population or beneficiaries and has more than 50 in number; or	Spanish
2. By more than 5% of the eligible population or beneficiaries but has less than 50 or less in number; or	
3. By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries.	

Program activities to be accessible to LEP persons:

- ✓ Public notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded projects.
- ✓ Publications regarding ARP - CLFRF applications, grievance procedure, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action, and other vital hearings, documents, and program requirements.
- N/A Other program documents:

Resources available to Grant Recipient:

- ✓ Translation services: City will retain translation services upon request.
- ✓ Interpreter services: City will retain translation services upon request.
- N/A Other resources:

Language assistance to be provided:

- ✓ Translation (oral and/or written) of advertised notices and vital documents for: City will provide translated documents upon request and retain services to accommodate populations with limited English proficiency.
- ✓ Referrals to community liaisons proficient in the language of LEP person: City will identify community liaisons that will assist to provide accommodations to LEP person and provide these services upon request.
- ✓ Public meetings conducted in multiple languages: City will conduct public meetings in multiple languages upon request.
- ✓ Notices to recipients of the availability of LEP services: City will reference the availability of accommodations in public notices and post documents to accommodate LEP persons in public buildings.
- N/A Other Services:

Signature - Chief Elected Official or Civil Rights Officer

Date

Plan de Dominio Limitado del Inglés

Beneficiario del:	Ciudad de Breckenridge
Población Comunitaria:	5,069
Población LEP:	348 – 6.9%
Idiomas Hablados:	
1. Por más del 5% de la población elegible o beneficiarios y tiene más de 50 en número; o	Spanish
2. Por más del 5% de la población elegible o beneficiarios pero tiene menos de 50 o menos en número; o	
3. Por más de 1,000 personas en la elegible población en el área del mercado o entre los beneficiarios actuales.	

Las actividades del programa deben ser accesibles para las personas LEP:

- ✓ Avisos públicos y audiencias con respecto a las solicitudes de financiamiento de subvenciones, enmiendas a las actividades del proyecto y finalización de proyectos financiados por subvenciones.
- ✓ Publicaciones sobre solicitudes ARP - CLFRF, procedimiento de quejas, procedimientos de quejas, respuestas a quejas, avisos, avisos de derechos y acción disciplinaria, y otras audiencias, documentos y requisitos del programa vitales.

N / A Otros documentos del programa:

Recursos disponibles para el beneficiario de la subvención:

- ✓ Servicios de traducción: La ciudad retendrá los servicios de traducción a pedido.
- ✓ Servicios de intérprete: la ciudad contratará los servicios de traducción a pedido.

N / A Otros recursos:

Se proporcionará asistencia con el idioma:

- ✓ Traducción (oral y / o escrita) de avisos publicitarios y documentos vitales para: La ciudad proporcionará documentos traducidos a pedido y retendrá los servicios para adaptarse a las poblaciones con dominio limitado del inglés.
- ✓ Referencias a enlaces comunitarios que dominen el idioma de la persona LEP: la ciudad identificará a los enlaces comunitarios que ayudarán a proporcionar adaptaciones a la persona LEP y proporcionarán estos servicios a pedido.
- ✓ Reuniones públicas realizadas en varios idiomas: la ciudad llevará a cabo reuniones públicas en varios idiomas a pedido.
- ✓ Avisos a los destinatarios de la disponibilidad de servicios LEP: la ciudad hará referencia a la disponibilidad de adaptaciones en avisos públicos y publicará documentos para alojar a personas LEP en edificios públicos.

N / A Otros servicios:

Firma - Funcionario principal electo o Funcionario de derechos civiles

Fecha



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

November 1, 2021

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

Consider approval of Resolution 2022-03 authorizing the acceptance of American Rescue Plan Act (ARPA) -Coronavirus Local Fiscal Recovery Funds (CLFRF) and authorizing the Mayor and City Manager to act as the City's Executive Officer and authorized representative in all matters pertaining to the City's implementation of the ARPA-CLFRF funds.

BACKGROUND INFORMATION:

The City recently received funds through the ARPA program and is recommending the commission approve the attached resolution to conform to standards set forth in order to use ARPA-CLFRF funds.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

The City Manager reviewed this item.

ATTACHMENTS:

Resolution

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Resolution 2022-03.

RESOLUTION No. 2022-03

A RESOLUTION OF THE CITY COUNCIL OF BRECKENRIDGE, TEXAS, AUTHORIZING THE ACCEPTANCE OF AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF); AND AUTHORIZING THE MAYOR AND THE CITY MANAGER TO ACT AS THE CITY’S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY’S IMPLEMENTATION OF THE AMERICAN RESCUE PLAN ACT (ARPA) – CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS (CLFRF) FUNDS.

WHEREAS, the City Council of Breckenridge desires to develop a viable community, including decent housing, suitable living environment, expanding economic opportunities, addressing health and safety needs, and improving critical infrastructure in response to the COVID-19 Pandemic; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the City of Breckenridge to utilize and implement ARPA - CLFRF funding;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BRECKENRIDGE, TEXAS:

1. That the ARPA - CLFRF is hereby authorized to be accepted on behalf of the City from the United States Treasury.
2. That the City’s allocation be split into two (2) tranches in the amount of \$1,343,753 with Tranche No.1 being \$671,876.50 and Tranche No. 2 being \$671,87.50.
3. That the City Council directs and designates the following to act in all matters in connection with this application and the City’s participation in the ARPA - CLFRF:
 - The Mayor, Mayor Pro Tem, and City Manager shall serve as the City’s Chief Executive Officer and Authorized Representative to execute funding request, authorizations and any subsequent contractual documents; and
 - The Mayor, Mayor Pro Tem and City Manager are authorized to execute environmental review documents and to certify to environmental clearance matters associated with the ARPA – CLFRF funds; and
 - The Mayor, Mayor Pro Tem, City Manager and City Secretary are authorized to execute payment documents and/or other forms required to reimburse project costs.
4. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements as directed by the United States Treasury Department.

Passed and approved this _____ day of _____, 2021.

Bob Sims, Mayor
Breckenridge, Texas

Pamela Wright, Assistant City Secretary
Breckenridge, Texas

Depository/Authorized Signatories Designation Form

Grant Recipient City of Breckenridge

ARP Contract No. TX0206

The individuals listed below are designated by resolution as authorized signatories for contractual and environmental certification documents.

Bob Sims	Vince Moore
_____ (Name)	_____ (Name)
Mayor	Mayor Pro Tem
_____ (Title)	_____ (Title)
_____ (Signature)	_____ (Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the payments — (At least two (2) signatories required).

Erika McComis	Pamela Wright
_____ (Name)	_____ (Name)
City Manager	Assistant City Secretary
_____ (Title)	_____ (Title)
_____ (Signature)	_____ (Signature)
_____ (Name)	_____ (Name)
_____ (Title)	_____ (Title)
_____ (Signature)	_____ (Signature)

NOTE: A copy of a Resolution passed by the city council or county commissioner’s court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

January 4, 2022

PRESENTER:

Calvin Chaney

ITEM DESCRIPTION:

Consider approval of a consent to encroachment with Caddo Creek Investments, LLC for an accessory building which encroaches twenty-two (22) inches into City right-of-way lots 10 and 11, block 9 Roselawn Addition.

BACKGROUND INFORMATION:

David Stowe with Caddo Creek Investments requested a letter of encroachment due to the fact that a storage building was in the alley right-of-way about 22". The current owner has supplied a survey plat of the property, and I took pictures and measurements of encroachment. There are no issues regarding the structure, no impending failure or collapse, or danger to the public. Mr. Stowe has stated that the new owners are considering tearing down both storage buildings as noted on a survey and rebuilding a new one that will meet setback building requirements.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

The City Attorney reviewed this item.

ATTACHMENTS:

Encroachment Agreement

RECOMMENDED MOTION AND/OR ACTION:

Move to approve a consent to encroachment agreement with Caddo Creek Investments, LLC for an accessory building located within twenty-two (22) inches of city easement at lots 10 and 11, block 9 Roselawn Addition.

CONSENT TO ENCROACHMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF STEPHENS §

THIS CONSENT TO ENCROACHMENT is made by and between the **CITY OF BRECKENRIDGE**, a municipal corporation, herein called the “City,” and **CADDO CREEK INVESTMENTS, LLC**, herein called “Owner” and

WITNESSETH:

WHEREAS, Owner own that certain tract of land described as Lots 10 and 11, Block 9, Roselawn Addition to the City of Breckenridge, Stephens County, Texas, as more particularly described in the survey plat attached hereto as **Exhibit “A”** (“Owner’s Property”);

WHEREAS, a storage building was constructed on the Owner’s Property, and the building extends to the South of the Owner’s Property and encroaches approximately 22 inches (the “Encroachment Area”) onto adjoining property which is dedicated to the City for use as an alley, as shown on the survey plat attached as Exhibit “A” (the “City’s Property”);

WHEREAS, the Owner does not desire to remove the encroachment at this time and has requested that the City not require removal of the structure from the right-of-way and that the City waive the right to require removal of the encroachment until such time as the structure requires modification or replacement;

WHEREAS, said right-of-way has never been improved or maintained by the City and such encroachment into the dedicated right-of-way presently pose no problem or risk on any right-of-way currently in use by the public; and

WHEREAS, the City, by and through its Mayor and City Commission, has no objection to issuance of such waiver to the present owner and to its successors and assigns until the structure requires modification and replacement, subject to the requirements described herein, which shall be binding upon the Owner and any subsequent owner.

NOW, THEREFORE, in consideration of the mutual covenants between the parties and other valuable consideration, the City Commission of the City, by and through its Mayor, does hereby grant, without warranty, unto Owner and its administrators, executors, successors and assigns this Consent to Encroachment upon the City’s Property. The execution of this Consent to Encroachment by the City is not to be construed in any manner as a license for further encroachments within the Encroachment Area. This Consent to Encroachment shall automatically terminate and be rendered null and void upon the removal of the Encroachment regardless of whether said removal is caused by voluntary means or an event of force majeure. Changes in the physical shape or size of the Encroachment, reconstruction of said Encroachment or additional construction within the Encroachment area shall be considered additional encroachments without authority and in violation of the legal rights and interests of the City.

Owner accepts the Encroachment Area on an “AS IS” basis and in its present condition. Owner acknowledges that its acceptance of an “AS IS” basis forms a material part of the consideration of this Consent to Encroachment.

OWNER, ITS RESPECTIVE HEIRS, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY AND SAVE HARMLESS THE CITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INSURERS AND ADVISORS FROM ANY AND ALL CLAIMS, DEMANDS, CHARGES, SUITS OR ACTIONS FOR PROPERTY DAMAGE OR LOSS, OR LOSS OF USE THEREOF, AND PERSONAL INJURY AND DEATH, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY PERSON, ENTITY, OR AGENCY, INCLUDING BUT NOT LIMITED TO OWNERS AND EMPLOYEES OR AGENTS OF OWNERS, AND ALL EXPENSES OF LITIGATION INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES AND LITIGATION EXPENSES, ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE USE, CARE OR MAINTENANCE OF THE ENCROACHMENT AND ENCROACHMENT AREA.

This Consent to Encroachment in no way relieves Owner, its heirs, administrators, executors, successors, and assigns, from the restrictions, if any, to which the City’s Property and Owner’s Property are made subject by deed or otherwise, and the restrictions contained in all applicable zoning ordinances.

The City retains the right to perform any cleaning, maintenance, alteration or removal of dirt or other matters within the area adjacent to the Encroachment Area for drainage, water or sewer service or other public services as is determined to be necessary by the City during the term of this Consent to Encroachment.

This Consent to Encroachment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

This Consent to Encroachment may be modified, amended or supplemented only by a written instrument executed by both parties.

This Consent to Encroachment was **APPROVED** by the City Commission of the City of Breckenridge on January 4, 2022.

CITY OF BRECKENRIDGE

Bob Sims, Mayor

ATTEST:

Pamela Wright, Assistant City Secretary

STATE OF TEXAS §
COUNTY OF STEPHENS §

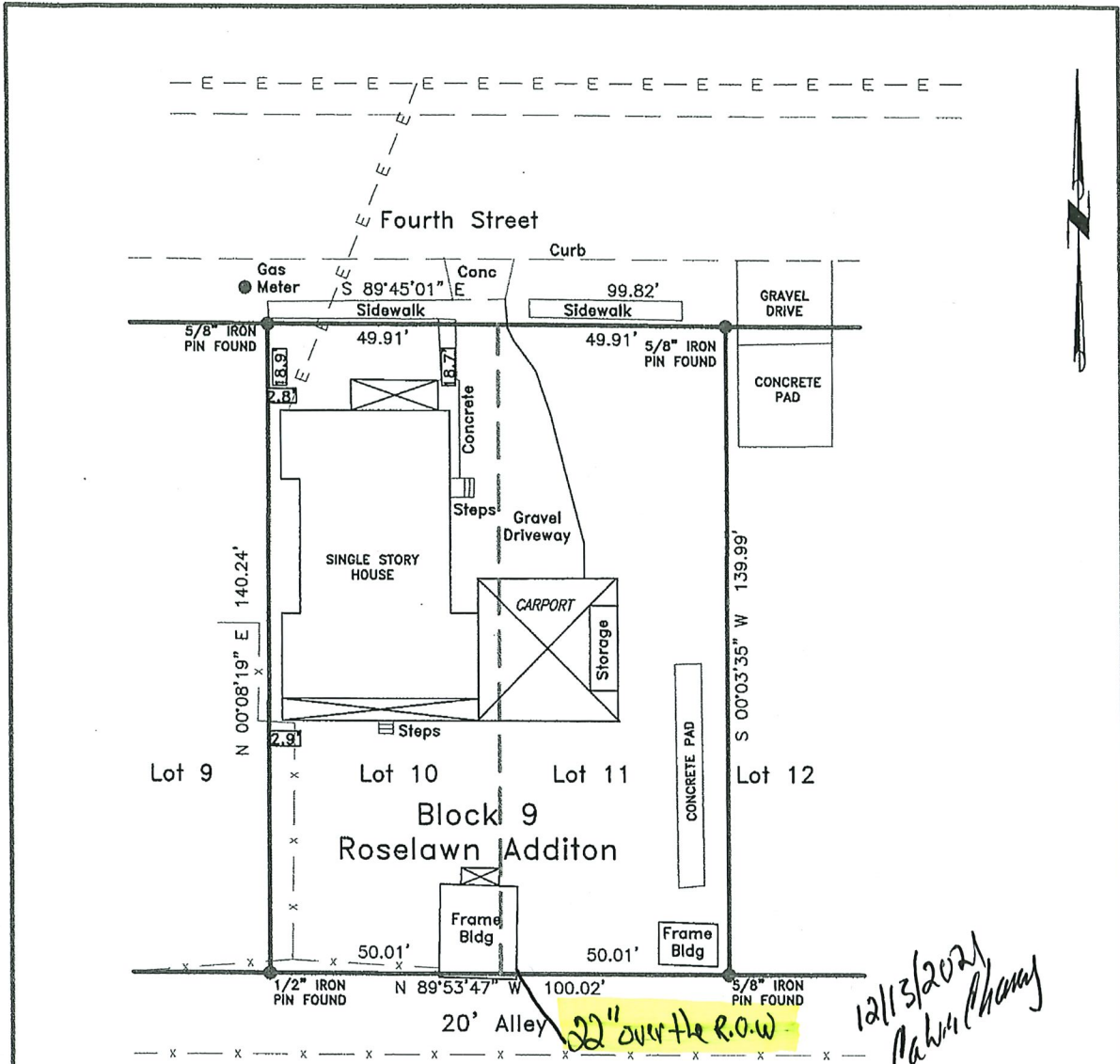
This instrument was acknowledged before me on this _____ day of _____, 2022, by Bob Sims, Mayor of the City of Breckenridge, Texas.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Pamela Wright, Asst. City Secretary
105 N. Rose Avenue
Breckenridge, Texas 76424

Exhibit "A"

Item 7.



Address: 313 W. Fourth Street
Breckenridge, Texas

Plat showing Lots 10 and 11,
Block 9 Roselawn Addition to the
City of Breckenridge, Stephens
County, Texas



I hereby certify that this survey was made on the ground and that this plat correctly represents the facts found at the time of the survey.

William K. Heatley

William K. Heatley
Registered Professional Land Surveyor #4015
Firm #10079500

Note:
Easements not shown on plat unless otherwise noted.
Bearing based on G.P.S. NAD 1983 coordinates

SCALE: 1" = 30'
DATE: 11-22-2021
FILE: CADDO CREEK INVEST(7)

**SURVEY PLAT IN
STEPHENS COUNTY
TEXAS**
HEATLEY SURVEYING
P.O. BOX 1
BRECKENRIDGE, TX 76424
(254) 559-8914
Print Number: S-2254 L



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

January 18, 2022

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

Consider approval of an Interlocal Agreement between the City of Breckenridge and Stephens County, Texas to coordinate the operation of the Breckenridge Municipal Court and the Stephens County Justice of Peace Court and authorizing the Mayor to execute necessary documents on behalf of the City.

BACKGROUND INFORMATION:

Prior to my arrival as City Manager the City and County began discussions of collaboration efforts for the Municipal Court and JP Court. Staff met with Judge Roach and Judge Spoon over the last few months to come to a consensus on the proposed operations of such a collaboration.

The County JP will serve as the City's Municipal Court Judge along with his duties as JP. Our current municipal court clerk will move to the JP court where she will handle the municipal court cases and will serve as a backup to the JP court clerk during. This will allow the JP to have two court clerks to provide an efficient staff for all persons dealing with the court. The municipal court clerk will remain an employee of the City but will have daily oversight from the JP. The City will be responsible for half the cost of office supplies which will be invoiced quarterly by the County.

Judge Spoon will be required to attend new judge training in which the City will pay for along with new clerk training of the JP court so they are both more familiar with municipal cases. Our clerk will attend the new clerk training for justice courts so she is familiar with their cases and is able to assist them with daily tasks.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure: a portion of the office supplies cost
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

The City Attorney reviewed this item.

ATTACHMENTS:

Agreement

RECOMMENDED MOTION AND/OR ACTION:

Move to approve an Interlocal Agreement between the City of Breckenridge and Stephens County to coordinate the operation of the Breckenridge Municipal Court and the Stephens County Justice of Peace Court and to authorize the Mayor to execute necessary documents on behalf of the City.

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is entered on the 10th day of January, 2022 by and between the City of Breckenridge, Texas, a Texas home-rule municipality operating under Article XI, Sec. 5 of the Texas Constitution (the "City") and Stephens County, a political subdivision of the State of Texas (the "County").

RECITALS

WHEREAS, the City operates a municipal court pursuant to Section 4.26 of its Charter and Section 29.002 of the Texas Government Code, which has jurisdiction over criminal cases arising under City ordinances and Class C misdemeanors occurring within the City limits;

WHEREAS, the County operates a justice court pursuant to Chapter 27 of the Texas Government Code, which has jurisdiction over Class C misdemeanors occurring within the County limits, civil cases in which the amount in controversy is less than \$20,000, cases of forcible entry and detainer, and certain foreclosures and expunction proceedings;

WHEREAS, for financial and efficiency purposes, beginning on February 1, 2022 (the "Effective Date") the City and the County wish to coordinate the operation of the municipal and justice courts pursuant to the terms of this Agreement; and

WHEREAS, the City and the County are authorized to enter into an interlocal agreement pursuant to Chapter 791 of the Texas Government Code to cooperate with each other to perform governmental functions and services.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

1. Municipal Court Judge.

(a) The City Commission of the City shall appoint the currently serving Justice of the Peace (the "JP") of the County to serve as the City's Municipal Court Judge for a two-year term, beginning on the Effective Date. The County agrees that its JP will serve as the City's Municipal Court Judge.

(b) The JP, serving as the Municipal Court Judge, shall be responsible for performing those duties customary to the office of Municipal Court Judge, including, but not limited to, magistrating defendants who are charged in the municipal court, issuing seizure warrants, and conducting animal hearings under the Texas Health & Safety Code, and conducting public nuisance hearings under Chapter 4 of the Breckenridge Code of Ordinances.

(c) As the Municipal Court Judge, the County's JP shall be required to complete sixteen (16) hours of training, per year, regarding municipal court powers, functions, and operations. The City shall be responsible for all reasonable costs incurred in completing said training.

(d) Should a different person be elected as the County's JP, the City Commission will remove the previous JP from office and appoint the new JP as the Municipal Court Judge.

2. Court Offices.

(a) On the Effective Date, the City's Municipal Court offices will relocate to the County's Justice Court offices.

(b) The County shall allow the City to use the phone number and phone system used by the Justice Court and shall be responsible for all costs of the phone service, including, but not limited to, adding additional phone lines as may be necessary for the operation of both Courts. The City shall incur the initial cost, if any, to transfer the Municipal Court's phone and fax lines to Justice Court office.

(c) The County agrees to provide reasonable space for the City's Municipal Court Clerk, as well as all of the Municipal Court records, books, and other equipment or supplies used by the Court.

(d) The City's Municipal Court shall hold hearings and trials in the County's courtroom, and the County agrees to make reasonable accommodations to allow such proceedings to occur.

(e) The County shall be responsible for performing adequate maintenance of the Court offices and shall be responsible for all costs of utilities. The County shall also be responsible for equipping the Court office with adequate furniture.

(f) The City shall reimburse the County, on a quarterly basis, for half the cost of supplies. The County shall provide a detailed statement on the expenses incurred during the quarter.

3. Court Recordkeeping and Finances.

(a) The records and files of each the Municipal Court and the Justice Court shall remain separate.

(b) Each Court shall maintain its electronic files on separate computers using the respective Court's current computer system.

(c) The County's JP shall determine the fines and damages for cases filed in the Justice Court, and the JP, serving as the Municipal Court Judge, shall determine the fines for cases filed in the Municipal Court.

(d) All fines, court costs, and damages collected by each Court shall be maintained in separate accounts and not commingled in any way. All fines and court costs collected by the Municipal Court shall be the property of the City. All fines and court costs collected by the Justice Court shall be the property of the County.

4. Court Clerks.

(a) The County's JP shall be responsible for supervising and overseeing the work of each Court Clerk. Discipline of the Justice Court Clerk shall be handled pursuant to the County's policies. Discipline of the Municipal Court Clerk shall be referred to, and handled by, the City's City Manager.

(b) If a new Municipal Court Clerk is hired by the City, the County's JP will be entitled to be involved in the hiring process.

(c) The salary and other employee benefits given to the Municipal Court Clerk shall be the sole responsibility of the City. The salary and other employee benefits given to the Justice Court Clerk shall be the sole responsibility of the County.

(d) Each Court Clerk may assist with tasks for the other Court, as directed by the County's JP. Either Court Clerk may accept and process payment for fines and court costs for either Court's cases.

(e) The Municipal Court Clerk shall attend Municipal Court Clerk training provided by the Texas Municipal Courts Education Center, annually, the cost of which shall be borne by the City. The Justice Court Clerk shall attend Justice Court Clerk training provided by Stephens County, annually, the cost of which shall be borne by the County.

5. Prosecutors.

(a) The City Attorney, or Deputy City Attorney, shall be responsible for prosecution of cases filed with the Municipal Court. The City shall be solely responsible for the costs of the City Attorney or Deputy City Attorney in prosecuting Municipal Court cases.

(b) The County Attorney, or Deputy County Attorney, shall be responsible for prosecution of cases filed with the Justice Court. The County shall be solely responsible for the salary of the County Attorney or Deputy County Attorney.

6. General.

(a) *Term.* The term of this Agreement shall be two years, beginning on the Effective Date and ending on January 31, 2024. This Agreement shall automatically renew unless either party provides notice to the other party that it does not wish to renew at least ninety (90) days before the end of the then-current term.

(b) *Nonappropriation of Funds.* Each party will strive to ensure that sufficient amounts are budgeted each year for each party to comply with this Agreement. However, should either party fail to appropriate adequate funds to comply with this Agreement, the party failing to so appropriate shall provide notice to the other party at least ninety (90) days prior to the end of the fiscal year in which funds were budgeted. In such case, this Agreement will terminate at the end of the fiscal year in which funds were budgeted.

(c) *Breach.* If any party fails to comply with any provision of this Agreement, the other party shall send written notice of that fact to the breaching party. The Agreement will terminate if the breach is not cured within thirty (30) days after the date notice is received. A

waiver by a party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

(d) *Venue.* All parties agree that exclusive venue for any action arising from this Agreement will lie in the District Court located in Stephens County, Texas.

(e) *Severability.* If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision with a mutually acceptable provision consistent with the original intentions of the parties.

(f) *No Waiver of Defense.* Nothing in this Agreement will be construed to waive, modify, or amend any legal defense available to either party, or any past or present City Commissioners, County Commissioner, officer, agent, or employee, including but not limited to governmental immunity from suit as provided by law.

(g) *Assignment.* This Agreement may not be assigned without the written consent of both parties.

(h) *Independent Contractors.* The parties to this Agreement are independent contractors. No party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.

This Interlocal Agreement was duly approved by the City Commission of the City of Breckenridge on the ___ day of _____ 2022.

Bob Sims, Mayor

ATTEST:

Pamela Wright
Assistant City Secretary

S E A L

This Interlocal Agreement was duly approved by the Commissioners Court of Stephens County on the 10th day of January 2022.



Michael Roach, County Judge

ATTEST:



Jackie Ensey, County Clerk



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

January 18, 2022

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

Consider approval of an Interlocal Agreement between the City of Breckenridge and Stephens County, Texas for fire protection and first responder services and authorizing the Mayor to execute necessary documents on behalf of the City.

BACKGROUND INFORMATION:

Prior to the proposed agreement, the City and County had a hand shake agreement for fire services within the City and within the unincorporated areas of the County. For liability purposes and ease of operations the City and County wish to participate in an interlocal agreement to set forth the guidelines for which Breckenridge Fire Department will follow.

The terms set forth state that County will pay the City \$50,000 annually (paid monthly) and both entities will split the cost of fuel and vehicle maintenance. This agreement will need to be renewed annually in September and shall be reviewed prior to that time by City and County staff.

FISCAL IMPACT:

- Not Applicable
 Proposed Expenditure:
 General Ledger Code:
 Proposed Revenue:
 Budget Amendment Required: No
 Financial Review Completed by:

LEGAL REVIEW:

The City Attorney reviewed this item.

ATTACHMENTS:

Agreement

RECOMMENDED MOTION AND/OR ACTION:

Move to approve an Interlocal Agreement between the City of Breckenridge and Stephens County, Texas for fire protection and first responder services and authorizing the Mayor to execute necessary documents on behalf of the City.

INTERLOCAL AGREEMENT BETWEEN STEPHENS COUNTY, TEXAS
AND THE CITY OF BRECKENRIDGE, TEXAS FOR FIRE PROTECTION
AND FIRST RESPONDER SERVICES

THE STATE OF TEXAS §
§
COUNTY OF STEPHENS §

FISCAL YEAR 2022-2023

WHEREAS, this agreement is made between Stephens County, Texas (COUNTY) and the City of Breckenridge, Texas (CITY), under and pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code and under Section 352.001 of the Texas Local Government Code relative to contracting with cities for the use of fire trucks and other firefighting equipment to provide fire and first responder services outside the corporate limits of municipalities in the COUNTY; and

WHEREAS, CITY and COUNTY represent that each is independently authorized to perform the functions contemplated by this agreement; and

WHEREAS, the COUNTY provides fire trucks and equipment to the CITY for use within and outside the corporate limits of municipalities in the County; and

WHEREAS, the COUNTY currently has a need for fire protection and first responder in the COUNTY outside the CITY limits of Breckenridge, Texas and within the surrounding vicinity thereof and the COUNTY is not equipped to render such services; and

WHEREAS, each party has sufficient funds available from current revenues to perform the function contemplated by this agreement; and

NOW, THEREFORE in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the parties named above do hereby agree as follows:

PUBLIC PURPOSE

The purpose of this contract is to provide public fire protection and other limited emergency response services within the area of the COUNTY that lies outside the boundaries of any municipal government. The COUNTY Government has no authority to provide fire protection or most other emergency response services within the territorial limits of incorporated municipalities and by this contract does not attempt to usurp the authority of municipalities to manage, regulate and provide fire protection and emergency response services within their boundaries.

CITY OBLIGATIONS

The CITY, as a part of this agreement, and as a condition of the payment by COUNTY of any and all sums called for under this agreement, agrees that:

- (A) The CITY's Fire Department will provide fire protection and other emergency response services for all persons and property within the unincorporated area of said COUNTY that lies within the designated primary service area of the CITY's Fire Department.

- (B) Emergency services other than those concerning fire protection and other emergency response services are not the subject of this contract. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this contract to provide services in any municipality. However, nothing in this contract is intended to prevent the CITY's Fire Department from providing other services in addition to the services contracted for herein, nor from providing services within municipalities, but in doing so, the CITY's Fire Department does not act as an agent of the COUNTY, and the COUNTY assumes no responsibility for such services. Further, in providing such services and as a collateral incident of this contract, it is agreed that the CITY's Fire Department may utilize any COUNTY equipment provided to the CITY's Fire Department under this contract. However, it is expressly agreed and understood that the **CITY'S FIRE DEPARTMENT SHALL HOLD THE COUNTY HARMLESS FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION AND INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR THE USE OF THE CITY'S FIRE DEPARTMENT IN PERFORMANCE OF ITS RESPONSIBILITIES UNDER THIS CONTRACT WHEN THAT EQUIPMENT IS USED BY THE CITY'S FIRE DEPARTMENT WITHIN A MUNICIPALITY.**
- (C) The CITY's Fire Department shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this contract and to provide immediate and direct supervision of the CITY's Fire Department members, volunteers, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this contract.
- (D) The CITY's Fire Department agrees to cause its members and personnel providing fire protection services in the performance of this contract when performing said services to conduct themselves in a professional manner and to comply with applicable laws. All firefighters must be properly trained and equipped to perform fire protection duties. Radio communications will be conducted according to any rules, procedures, or directives of the Sheriff of Stephens County and/or County Fire Marshal. The CITY's Fire Department further agrees that it will cooperate with the County Fire Marshal to the extent provided for in Texas law.
- (E) The CITY's Fire Department warrants that in carrying out the terms of this contract, it will not utilize any person under 18 years of age in the performance of the services to be provided under this contract.
- (F) It is agreed that the CITY's Fire Department shall comply with any rules, procedures, or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees.

- (G) The books and records maintained for operating the CITY's Fire Department shall be open to inspection by the COUNTY or its designated representatives during regular business hours.
- (H) EACH QUARTER, the CITY's Fire Department shall submit a financial report to the COUNTY.
- (I) The CITY's Fire Department shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Stephens County Fire Marshal is authorized to review and update all fire incident reports filed by the Fire Department with the State Fire Marshal's office.
- (J) The CITY's Fire Department shall maintain a "current" status throughout the term of this agreement as a First Responder Organization (FRO) per Texas Administrative Code 157.14.
- (K) If the CITY'S Fire Department is utilizing COUNTY property, the attached "Stephens County Asset Control Verification Form" must be completed and returned with this agreement. If the form is not completed and returned with the interlocal, said property will become subject to forfeit to the COUNTY.
- (L) The CITY shall maintain statutory workers' compensation coverage for its employees, officers, and volunteers regarding the CITY'S performance under this contract. The CITY recognizes that the COUNTY has no responsibility to furnish this coverage, and The CITY waives any right to pursue the COUNTY for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

CONSIDERATION

For the services provided above, the COUNTY shall provide to CITY a sum not to exceed \$ 4,166.67 per month during the term of this contract. Additionally, the COUNTY and CITY shall equally divide all fuel and maintenance costs. The CITY shall provide the COUNTY an itemized statement each month for the fuel and maintenance costs, and the COUNTY shall reimburse the CITY its half of the expenses. Reimbursement from the COUNTY to the CITY for fuel and maintenance costs is contingent on the itemized statement. If the CITY does not submit a monthly itemized statement, it shall result in a delay in payment until the statement is submitted. All sums to be paid under this contract by the COUNTY shall be made from current revenues available.

GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY IN ACCORDANCE WITH GOVERNMENT CODE 791.006 (A-1)

In deference to 791.006(a), in the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. The CITY shall be responsible for its sole negligence. The COUNTY shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person.

NOTICE OF NON-APPROPRIATION

If for any fiscal year, a party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this agreement, such party shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this agreement.

DEFAULT

In the event either party shall fail to keep, observe, or perform any provision of this contract, the breaching party shall be deemed in default. If such default continues for a period of thirty (30) days after notice thereof by the non-breaching party to the other, then the non-breaching party shall be entitled to all available options under the termination and dispute resolution sections of this agreement.

TERM AND RENEWAL

The effective date of this agreement shall be **October 1st, 2021**, or the date that both parties have signed within the fiscal year, whichever is the latter, and this contract shall expire at midnight on **September 30th, 2022**.

The COUNTY is expressly prohibited by the Constitution of the State of Texas from creating a debt without providing for a tax to pay the debt. "Debt" means any obligation to be paid for with future rather than with current revenues. Any agreement that would provide for the automatic renewal of this contract would necessarily provide for payments that would have to be made from future revenues. Without a special tax, there can be no lawful automatic renewal of this contract. Instead, a new contract must be executed for each fiscal year. **The fiscal year of the COUNTY is from January 1st, through December 31st, of the following calendar year.**

Consequently, there shall be no automatic renewal of this contract. It is agreed that the renewal of a fire protection services contract between the COUNTY and the CITY must be by executing a new contract for each fiscal year on or before October 1st of the fiscal year covered by the contract that is expiring.

TERMINATION

By Mutual Agreement: This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by a written termination agreement.

For Nonappropriation of funds: As mentioned above, if a party fails to appropriate funds necessary for the performance of the obligations under this agreement, the other party may terminate this agreement.

By Either Party: This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party.

DISPUTE RESOLUTION

Dispute Resolution Process. Before commencing formal legal proceedings concerning any dispute arising under or relating to this agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.

Notice. A written complaint that contains sufficient detail to clearly identify the problem(s) giving rise to the dispute, and the responding party shall have a reasonable opportunity to respond.

First Resolution Meeting. After consulting with and obtaining input from the appropriate individuals to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meetings to attempt to facilitate an agreed resolution.

Second Resolution Meeting. If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: CITY: City Manager and/or Mayor; COUNTY: County Commissioner and/or County Judge.

Successful Resolution. If resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

Unsuccessful Resolution. If all above options are completed, and the Parties are unable to reach a resolution, either party may pursue all legal and equitable remedies available to it under Texas law.

GENERAL PROVISIONS

Agent of the COUNTY for Certain Limited Purposes Only: The COUNTY and the CITY understand and agree that Section 352.004 of the Texas Local Government Code applies to the services performed by the CITY for the COUNTY under this contract and that when engaged in the scope of its duty to provide fire protection services for the *residents* in any part of the area of COUNTY that lies outside the territorial limits of any municipal corporation, the CITY acts as an agent of COUNTY to the *limited* extent said law mandates. However, it is understood that the CITY is not an agent of the COUNTY for any other purpose.

NIMS- National Incident Management Systems: The CITY'S Fire Department shall supply the COUNTY at the time of execution of this contract a list of personnel for the Fire Department as well as the Certificate of NIMS compliant testing for each person on the list. Testing shall be in accordance with FEMA guidelines as to what level, who, and when training is done to remain compliant. All departments must be NIMS compliant.

Department Chief Officers shall complete NIMS 300 and are encouraged to complete NIMS 400 training. NIMS 300 shall be completed as soon as possible following an appointment to the office.

All DEPARTMENT members shall complete NIMS 100,200, 700, and 800 training. The DEPARTMENT shall submit records for each member documenting completion of NIMS training. The DEPARTMENT shall maintain supporting records for each member and shall be made available to the COUNTY within forty-eight (48) hours' notice.

Severability Clause: The Parties intend for the various provisions of this agreement to be severable, so the invalidity, if any, of one or more sections of this agreement shall not affect the validity of the remaining provisions of the agreement.

Counterparts: This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

Notices:

To COUNTY: Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

County Judge
200 West Walker, Suite 115
Breckenridge, TX 76424

To CITY: Any notice permitted or required to be given to the City hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

City Manager
105 North Rose
Breckenridge, TX 76424

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

Authority to Contract: Each party has the full power and authority to enter into and perform this agreement, and the person signing this agreement on behalf of each party has been properly authorized and empowered to enter into this agreement.

Governing Law & Venue: This Agreement shall be interpreted in accordance with the laws of the State of Texas, and Stephens County is the proper venue for any action regarding this contract.

Limitation of Liability: By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Texas Tort Claims Act as amended.

Entire Agreement: This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to, or by the parties to each other.

Amendment: If the Parties desire to modify this agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new written agreement. Any modifications must be appropriately approved and signed by authorized representatives of the Parties.

DATED to be effective this 10th Day of Jun, 2022.

STEPHENS COUNTY

By: Melinda Cook

Title: County Judge

Date: 1.10.22

STEPHENS COUNTY
FIRE MARSHAL

BY: Wayne Mc Mullin

Title: Fire Marshal

Date: 1-10-22

CITY OF BRECKENRIDGE

BY: _____

Title: _____

Date: _____

BRECKENRIDGE FIRE DEPARTMENT

BY: _____

Title: _____

Date: _____



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

January 4, 2022

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

SECOND READING: Consider approval of Ordinance 22-01 repealing and replacing Ordinance 21-11 establishing a General Fee Schedule for the City of Breckenridge and establishing an effective date.

BACKGROUND INFORMATION:

Upon review of the current fee schedule by Staff it was determined that the following amendments or additions were recommended:

Establish a fee schedule for the Park System including the park pavilion, trade barn and city pool. The fee schedule will also allow for a waiver of the facility rental fee for nonprofit entities.

Allow the police chief to waive the dog license fee when returning an impounded animal to encourage more participation in the licensing program.

Add a fee for the lockbar installation and fees on waste roll-offs.

Update the fee for use of the columbarium in the city cemetery.

Update the approving authority for utility billing payment arrangements and deposit reviews to the Finance Director who is now the supervisor of the utility billing department.

Allow for customers to request a waiver of late fees if they have an account that has been paid on time for a 12 month period.

Allow for the removal of sewer service fees for meters that are installed for irrigation purposes only.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

The City Manager reviewed this item.

ATTACHMENTS:

Ordinance

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Ordinance 22-01 repealing and replacing Ordinance 21-11 establishing a General Fee Schedule for the City of Breckenridge and establishing an effective date.

ORDINANCE NO. 2022-01

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS, REPEALING AND REPLACING ORDINANCE NO. 21-11; ESTABLISHING A GENERAL FEE SCHEDULE FOR THE CITY OF BRECKENRIDGE; PROVIDING AN OPEN MEETINGS CLAUSE; ESTABLISHING A REVENUE DEFICIT SURCHARGE ON ALL UTILITY ACCOUNTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Breckenridge desires to provide a single and convenient location for a list of all fees charged by the City of Breckenridge; and

WHEREAS, the City Commission hereby authorizes amendments to the fee schedule by minute order of the City Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:

- I. **Repeal.** Ordinance No. 21-11, adopted on September 7, 2021, is hereby repealed. All other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed to the extent of such conflict.
- II. **Enactment.** Ordinance No. 22-01 shall be the Fee Schedule Ordinance of the City of Breckenridge and shall establish all fees under the Breckenridge Code of Ordinances.

Fee Schedule of the City of Breckenridge, Texas
Effective February 1, 2022

I. Chapter 3 - Parks, playgrounds, etc.

(A) Non Profit Organization

Nonprofit organizations may request the rental fee be waived for the facility; however, the deposit shall be required.

(B) Park Pavilion and Trade Barn Rental (Sec. 3.20)

- (1) Daily Rental Fee \$50.00
- (2) A deposit not to exceed \$100.00 shall be charged with said deposit being returned to the renter upon leaving the facilities in an appropriate condition, to include but not be limited to all trash picked up, lights turned off, doors locked and restrooms satisfactorily cleaned.

(C) City Pool Per Session Fee (Sec. 3.20)

- (1) Individual, ages 4 years old and up \$3.00
- (2) Individual, ages 3 years old and under free
- (3) Child care facility with prior approval from Public Services Director \$2.00

(D)	<u>Pool Party Rates (Sec. 3.20)</u>	
(1)	1 to 90 people per hour fee	\$100.00
(2)	91 to 120 people per hour fee	\$120.00
(3)	121 to 140 people per hour fee	\$140.00

II. Chapter 4 - Animals and Fowl

(A)	<u>Permit for Selling, Grooming, Breeding, or Boarding of Dogs (Sec. 4-14):</u>	\$75.00 per year
(B)	<u>Dog License Fee (Sec. 4-20):</u>	\$10.00 per year
	* the Dog License Fee may be waived by the Animal Services Supervisor in the interest of animal care.	
(C)	<u>Impoundment Fees (Sec. 4-31):</u>	
(1)	Impounded dog, cat, or fowl:	
	(a) Pound Fee:	\$15.00 per animal or fowl
	(b) Board Fee:	\$10.00 per 24-hour period or part thereof
	(c) Impounded dog without City License:	\$25.00
	(d) The cost of any vaccinations or veterinary care provided to the animal while impounded:	\$25.00 Minimum
(2)	All other impounded animals:	
	(a) Pound Fee:	\$20.00 per animal
	(b) Board Fee:	\$15.00 per 24-hour period or part thereof
	(c) The cost of any vaccinations or veterinary care provided to the animal while impounded:	\$25.00 Minimum
(D)	<u>Dangerous Dog Registration Fee (Sec 4-40):</u>	\$50.00 per year

III. Chapter 5 - Buildings and Structures

(A)	<u>Building Permits (Sec. 5-3):</u>	
(1)	New Construction:	\$50.00 plus \$0.05 per square foot
(2)	Remodel - Residential:	\$50.00
(3)	Remodel - Commercial:	\$50.00 plus \$0.05 per square foot
(4)	Sign, Fence, and Window:	\$40.00
(B)	<u>Demolition Permits (Sec. 5-4):</u>	\$100.00 plus insurance
(C)	<u>Electrical Permits (Sec. 5-37):</u>	
(1)	Residential:	\$40.00
(2)	Commercial:	\$40.00 plus \$0.05 per square foot
(3)	Re-inspection Fee:	\$25.00 per trip
(4)	Meter Upgrade:	\$75.00
(D)	<u>Permit to Move Building (Sec. 5-51):</u>	\$50.00

- (E) Plumbing Permits and Inspections (Sec. 5-60.1):
- (1) Residential: \$40.00
 - (2) Commercial: \$40.00 plus \$0.05 per square foot
 - (3) Re-inspection Fee: \$25.00 per trip
 - (4) Inspections outside of normal business hours: Not available
 - (5) Inspections - no fee is specifically indicated: \$20.00 per hour (1/2 hour minimum)
 - (6) Additional plan review required by changes, additions, or revisions to approved plans: \$20.00 per hour (1/2 hour minimum)

- (F) Gas Permits and Inspections (Sec. 5-61.1):
- (1) Permit: \$40.00
 - (2) Re-inspection Fee: \$25.00 per trip
 - (3) Inspections outside of normal business hours: Not available

- (G) Mechanical Permits and Inspections (Sec. 5-100):
- *For installation of heating, ventilating, refrigeration, or air conditioning systems
- (1) Residential: \$40.00
 - (2) Commercial: \$40.00 plus \$0.05 per square foot
 - (3) Re-inspection Fee: \$25.00 per trip

IV. Chapter 9 - Fire Protection and Prevention

- (A) Fire Sprinkler Permits (Sec. 9-9): \$40.00

V. Chapter 10 - Garbage, Trash, Weeds and Other Wastes

- (A) Administrative Sanitation Fee: \$5.00

- (B) Trash Rate Codes:
 (RI = Residential Inside City Limits, CI = Commercial Inside City Limits, RO = Residential Outside City Limits, CO = Commercial Outside City Limits)

TDCJ		\$5,940.89		T14 - CI	3 Poly Carts	2x's Weekly	\$ 77.00
T1 - RI	1 Poly Cart	\$ 16.00		T15 - CI	1/5 Yard	1x Weekly	\$ 50.00
T2 - RI	2 Poly Carts	\$ 24.00		T16 - CI	3 Yard	1x Weekly	\$ 92.00
T3 - RI	3 Poly Carts	\$ 32.00		T17 - CI	3 Yard	2x's Weekly	\$ 161.50
T4 - CI	1 Poly Cart	\$ 31.00		T18 - CI	3 Yard	3x's Weekly	\$ 225.00
T5 - CI	2 Poly Carts	\$ 46.50		T19 - CI	3 Yard	4x's Weekly	\$ 301.00
T6 - CI	3 Poly Carts	\$ 62.00		T20 - CI	3 Yard	5x's Weekly	\$ 375.00
T7 - RO	1 Poly Cart	\$ 16.00		T21	1/5 Yard	Delivery/Removal	\$46.00
T8 - RO	2 Poly Carts	\$ 24.00		T22	3 Yard	Delivery/Removal	\$46.00
T9 - RO	3 Poly Carts	\$ 32.00		T23	3 Yard	Extra Pick-up	\$47.00 per occur.
T10 - CO	1 Poly Cart	\$ 31.00		T24	1/5 Yard	Extra Pick-up	\$40.00 per occur.
T11 - CO	2 Poly Carts	\$ 46.50		T25	1 Poly Cart	Delivery/Removal	\$27.50 per occur.

T12 - CO	3 Poly Carts	\$ 62.00		T26 - CI	2 Poly Carts	2x's Weekly	\$57.00 per occur.
T13 - CI at RI rate	1 Poly Cart	\$ 16.00		T27 - CO	1/5 Yard	2x's Weekly	\$99.00 per occur.
Lockbar Rental		\$13 per occur.			Lockbar Installation		\$93.00 per occur.

- (C) Convenience Station - Disposal Fee (Sec. 10-40):
- (1) Per Cubic Yard: \$21.50
 - (2) Less than one (1) Cubic Yard: \$7.00 Minimum*
*Appropriate Fee for portion on 1 Cubic Yard
 - (3) Citizens show their utility bill permitted 1 free dump each month

VI. Chapter 13 - Occupational Licenses and Regulations

- (A) Permit Fee for Shows, Circuses, etc. (Sec. 13-3): \$50.00 per day
- (B) Peddler License Fees (Sec. 13-65):
- (1) Peddler or Solicitor:
 - (a) Application Fee: \$30.00
 - (b) License Fee: \$35.00
 - (2) Itinerant Vendor:
 - (a) License Fee: \$250.00
 - (3) Canvasser:
 - (a) Application Fee: None
 - (b) License Fee: None
 - (4) Mobile Food Vendor:
 - (a) Application Fee: \$25.00

VII. Chapter 14 - Offenses and Miscellaneous Provisions

- (A) Sport Shooting Range Application Fee (Sec. 14-2): \$25.00

VIII. Chapter 16 - Cemetery

- (A) Costs (Sec. 16-10)
- (1) Administration Fee \$ 50.00
 - (2) Section A
 - Plot - Upright Head / Foot Stone \$ 1,000.00
 - Plot - Flat Head / Foot Stone \$ 800.00
 - Urn \$ 150.00
 - (3) Section B
 - Plot - Upright Head / Foot Stone \$ 1,200.00
 - Plot - Flat Head / Foot Stone \$ 1,000.00
 - Urn \$ 150.00
 - (4) Section C
 - Plot - Upright Head / Foot Stone \$ 1,000.00
 - Plot - Flat Head / Foot Stone \$ 800.00

		Urn	\$ 150.00
(5)	Section J	Plot - Upright Head / Foot Stone	\$ 800.00
		Plot - Flat Head / Foot Stone	\$ 400.00
		Urn	\$ 150.00
(6)	Section K	Plot - Upright Head / Foot Stone	\$ 600.00
		Plot - Flat Head / Foot Stone	\$ 300.00
		Urn	\$ 150.00
(7)	Baby Land	Plot - Flat Head / Foot Stone	\$ 50.00
(8)	Columbarium	Niches	\$ 400.00
		Engraving	\$ 125.00

IX. Chapter 17 - Streets and Sidewalks

- (A) Permit for Network Nodes (Sec. 17-77): \$500.00 for up to 5 Nodes*
\$250.00 each Node after 5*
- (B) Permit for Node Support Poles (Sec. 17-77): \$1,000.00*

**These fees shall only be changed pursuant to Chapter 284 of the Texas Local Government Code.*

- (C) Public Right-of-Way Fees (Sec. 17-78):
 - (1) Transport Facilities: \$28.00 per Node in Right-of-Way per month**
 - (2) Network Nodes: \$250.00 per Node per year**
 - (3) Use of Service Poles: \$20.00 per Pole utilized, per year**

***These fees may be increased annually by an amount equal to one-half of the annual change in the consumer price index, as per Section 284.054 of the Texas Local Government Code. Any other changes shall only be made pursuant to Chapter 284 of the Texas Local Government Code.*

X. Chapter 21 - Water and Sewer

- (A) Water Taps (Sec. 21-1):
 - (1) 3/4 inch water tap only \$1,250.00
 - (2) 3/4 inch water tap, bore, and pavement repair \$1,750.00
 - (3) 3/4 inch water tap and pavement repair \$2,575.00
 - (4) 1 inch water tap only \$1,450.00
 - (5) 1 inch water tap, bore, and pavement repair \$1,950.00
 - (6) 1 inch water tap and pavement repair \$2,775.00
 - (7) 1 1/2 inch water tap only \$1,650.00
 - (8) 1 1/2 inch water tap, bore, and pavement repair \$2,150.00
 - (9) 1 1/2 inch water tap and pavement repair \$2,975.00

(10)	2 inch water tap only	\$1,850.00
(11)	2 inch water tap, bore, and pavement repair	\$2,350.00
(12)	2 inch water tap and pavement repair	\$3,175.00

(B) Meter Sets (Sec. 21-1):

(1)	3/4 inch meter set	\$270.00
(2)	3/4 inch meter set outside city limits	\$540.00
(3)	1 inch meter set	\$410.00
(4)	1 inch meter set outside city limits	\$820.00
(5)	2 inch meter set	\$1,450.00
(6)	2 inch meter set outside city limits	\$2,900.00

(B) Sewer Taps (Sec. 21-1):

(1)	4 inch sewer tap only	\$1,630.00
(2)	4 inch sewer tap, bore, and pavement repair	\$1,980.00
(3)	4 inch sewer tap and pavement repair	\$3,600.00
(4)	Sewer services larger than four inches require connection to an existing or installed manhole and shall be contracted and paid for by the requestor.	

ROCK CLAUSE: the extra cost for excavation of rock shall be in addition to the fees associated above with the water and sewer taps.

(C) Minimum Security Deposit (Sec. 21-11):

(1)	Customers in good standing:	\$200.00
<i>At least two times the minimum rate for single-family residential homes within the City limits.</i>		
(2)	Customers with 2 or more disconnects within a 12 month period:	\$400.00
(3)	If, in the judgement of the Finance Director , the minimum security deposit shall be insufficient to insure the city against loss due to nonpayment of a final bill as a result of a customer's use of water above the normal use or based on the payment history, then such customer shall be required to make a deposit in an amount which in the judgement of the city secretary will be sufficient to insure the city against loss due to nonpayment of final bill.	

(D) Extensions & Pay Arrangements (Sec. 21-11):

- (1) Payment Extensions: ONLY Two (2) extensions of a maximum of ten (10) calendar days will be permitted on each account within a calendar year.
- (2) Payment Arrangements: At the discretion of the **Finance Director** or her/his designee, payment arrangements will be considered on a case by case basis. Account holder must come in to complete an application for the **Finance Director's** review, approval and conditions of arrangement fully explained and signed off by the account holder.
- (3) Residential customers may request a temporary exemption of late charges once within a calendar year if they have a satisfactory 12-month history of on-time payments for utilities with the City.

(E) Water Rate Schedule (Sec. 21-12):

Inside City Limits

Outside City Limits

(1)	<i>Residential Single Family:</i>		
	First 2,000 gallons (minimum):	\$40.00	\$60.00
	Next 3,000 gallons, per thousand:	\$6.60	\$9.90
	Next 5,000 gallons, per thousand:	\$7.00	\$10.50
	Next 10,000 gallons, per thousand:	\$8.15	\$12.20
	Over 20,000 gallons, per thousand:	\$9.30	\$13.95

(2)	<i>Commercial and Apartments:</i>		
	First 2,000 gallons (minimum):	\$49.50	\$74.25
	Next 3,000 gallons, per thousand:	\$6.60	\$9.90
	Next 5,000 gallons, per thousand:	\$7.00	\$10.50
	Next 10,000 gallons, per thousand:	\$8.15	\$12.25
	Over 20,000 gallons, per thousand:	\$9.30	\$13.95

(3) Add \$5.40 or \$10.80 to the minimum charge for each additional family, apartment or house over two (2) allowed for \$49.50 or \$74.25 minimum that is connected to the **same meter**.

(4) *Texas Department of Criminal Justice - Walker Sayle Unit:*
per one thousand gallons: \$8.60

(5) *High Mesa Water Company:*
First 2,000 gallons (minimum): \$45.50
2,001 gallons and over, per one thousand gallons: \$6.00

(6) *Stephens Regional Special Utility District:*
per one thousand gallons: \$6.00

(7) *Plant Water:*
per one thousand gallons: \$12.50

(8) *Meter Access:*
Meter Reader unable to access meter to get reading due to customer parking over meter or any blocking meter access in any way. \$25.00

(F) Delinquent Account Fees (Sec. 21-15):

(1)	Late Payment Fee:	\$25.00
(2)	Reconnection Fee:	
	(a) During normal operating hours:	\$10.00
	(b) After hours:	\$25.00

(G) Rereads (Sec. 21-16): \$10.00*

(H) Temporary Disconnection of Service (Sec. 21-17):

(1)	Disconnection during normal operating hours:	\$10.00
(2)	Disconnection after hours:	\$25.00

(I) Connection and Transfer Fees (Sec. 21-19):

- (1) Connection Fee:
 - (a) During normal operating hours: \$10.00
 - (b) After hours: \$25.00
- (2) Transfer Fee:
 - (a) During normal operating hours: \$10.00
 - (b) After hours: \$25.00

(J) Sewer Service Charges (Sec. 21-44):

		<i>Inside City Limits</i>	<i>Outside City Limits</i>
(1)	<i>Residential Single Family:</i>		
	First 5,000 gallons (minimum):	\$37.50	\$56.25
	Over 5,000 gallons, per thousand:	\$3.75	\$5.60
	Maximum monthly charge:	\$93.75	\$140.60
(2)	<i>All other use:</i>		
	First 5,000 gallons (minimum):	\$41.25	\$61.90
	Over 5,000 gallons, per thousand:	\$5.00	\$7.50
	Maximum monthly charge:	\$500.00	\$750.00
(3)	<i>Sewer Irrigation Credit:</i>		
	Residential Single Family:	\$25.00	\$50.00
	All other use:	\$100.00	\$200.00
(4)	<i>Texas Department of Criminal Justice - Walker Sayle Unit:</i>		
	per thousand gallons of water, or portion thereof, used monthly:		\$5.05

(5) If a customer installs a separate irrigation meter to provide for the separate metering of irrigation water they may request to be charged for water use only and not to be charged for sewer services.

(K) Reconnection Fee (Sec. 21.44):

- (1) Reconnection during normal operating hours: \$10.00
- (2) Reconnection after hours: \$25.00

(L) Penalties for Violations relating to Grease Traps/Interceptors (Sec. 21.93):

- (1) Blockage Caused by a Generator:
 - (a) First Violation: \$400.00
 - (b) Second Violation (within 2 years of 1st): \$500.00
 - (c) Third Violation (within 2 years of 1st or 2nd): \$750.00
 - (d) Repeat Offenders (in addition to penalty (a), (b), or (c)): \$250.00
- (2) General Violations:
 - (a) First Violation: Written Warning
 - (b) Second Violation (within 2 years of warning): \$400.00
 - (c) Third Violation (within 2 years of warning): \$500.00
 - (d) Fourth Violation (within 2 years of warning): \$750.00
 - (e) Repeat Offenders (in addition to penalty (b), (c) or (d)): \$250.00

(M) Revenue Deficit Surcharge:

- (1) Surcharge per utility account: \$10.00

XI. Chapter 22 - Zoning

(A) Permits Related to Zoning (Sec. 22-8):

(1)	Mobile Home Permits:	\$50.00
(2)	Certificate of Occupancy (on commercial application):	\$20.00
(3)	Locating Portable Building:	\$40.00

III. **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Local Government Code.

IV. **Effective Date.** This ordinance shall take effect on February 1, 2022 and shall be published prior to that time according to the terms of the City Charter and the Texas Local Government Code.

The above and foregoing ordinance was duly proposed, read in full, and adopted upon first reading on December 7, 2021 at a regular meeting of the City Commission.

The above and foregoing ordinance was read and finally adopted upon second reading on January 4, 2022 at a regular meeting of the City Commission.

Bob Sims, Mayor

ATTEST:

Pamela Wright, Assistant City Secretary

S E A L



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

January 4, 2022

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

Consider approval of Ordinance 2022-02 amending the Fiscal Year 2021-2022 official budget adopted by Ordinance 21-09, appropriating \$89,000 for the purpose of funding employee salary adjustments in the General Fund, Water Fund, and Wastewater Fund.

BACKGROUND INFORMATION:

Budget amendments are requested when a need arises to revise the current year's approved fiscal budget to reflect changes that occur throughout the fiscal year. When the original budget was approved employee raises or salary adjustments was not included. The city manager and finance director have reviewed the current budget and propose the use of fund balance (if needed) and CLFRF funds to provide various salary adjustments for current employees. The proposed adjustment will also bring all employees to a \$12 an hour minimum. Approximately \$60,000 of the budget amendment request will be from the CLFRF funds as a premium pay to essential employees.

FISCAL IMPACT:

Not Applicable

Proposed Expenditure:

General Fund - \$53,000

Water Fund - \$28,000

Wastewater Fund - \$8,000

General Ledger Code:

Various

Proposed Revenue:

Budget Amendment Required:

Yes

Financial Review Completed by:

E. McComis and D. Latham

LEGAL REVIEW:

The City Manager reviewed this item.

ATTACHMENTS:

Ordinance

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Ordinance 2022-02 amending the Fiscal Year 2021-2022 official budget adopted by Ordinance 21-09, appropriating \$89,000 for the purpose of funding employee salary adjustments in the General Fund, Water Fund, and Wastewater Fund.

ORDINANCE NO. 2022-02

BUDGET AMENDMENT

AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 OFFICIAL BUDGET, ADOPTED BY ORDINANCE NO. 21-09, APPROPRIATING \$89,000 FOR THE PURPOSE OF FUNDING EMPLOYEE SALARY ADJUSTMENTS IN THE GENERAL FUND, WATER FUND AND WASTEWATER FUND.

WHEREAS, the City of Breckenridge is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Commission of the City of Breckenridge previously adopted Ordinance number 21-09, adopting the Official Budget of the City; and

WHEREAS, the City Commission desires to amend Ordinance Number 21-09, adopting the Official Budget of the City, by appropriating \$89,000 for the purpose of funding employee salary adjustments in the General Fund, Water Fund and Wastewater Fund.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, THAT:

SECTION 1

The Official Budget of the City of Breckenridge, adopted by Ordinance No. 21-09, is hereby amended by the City Commission by appropriating \$89,000 for the purpose of funding various operating expenditures in the General Fund, Water Fund and Wastewater Fund.

SECTION 2

The City Secretary is directed to keep and maintain a copy of such Official Budget, as amended, on file in the office of the City Secretary available for inspection by citizens and the general public. Additionally, a true and correct copy of the approved budget amendment shall be filed with the Stephens County Clerk and shall be posted on the City’s website.

SECTION 3

This ordinance shall be cumulative of all provisions of ordinances of the City of Breckenridge, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of other ordinances, in which even the conflicting provisions of the other ordinances are hereby repealed.

SECTION 4

It is hereby declared to be the intention of the City Commission that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if a phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not effect the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Commission without the incorporation in this ordinance of the unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE ON THIS THE 4TH DAY OF JANUARY, 2022.

APPROVED:

Bob Sims, Mayor

ATTEST:

Pamela Wright, Assistant City Secretary