



NOTICE OF THE CITY OF BRECKENRIDGE
REGULAR MEETING OF THE BRECKENRIDGE CITY
COMMISSION

November 07, 2023 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 Regular Meeting of the Breckenridge City Commission on November 07, 2023 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

CALL TO ORDER

INVOCATION led by Sonny McCauley of First Christian Church

PLEDGE OF ALLEGIANCE

American Flag

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.

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

(Mayoral proclamations, presentations of awards and certificates, and other acknowledgements of significant accomplishments or service to the community.)

1. Logo and Branding Presentation by Katherine Parker of Katherine Parker Designs and Selah Hirsch of Express My Brand.

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

2. City Business
3. Upcoming events

November 10 City Offices Closed in Observance of Veterans Day

November 17	Christmas Tree Lighting
November 17 &18	Mingle & Jingle
November 21	City Employee Thanksgiving Potluck
November 23 &24	City offices Closed for the Thanksgiving Holiday
December 2	City of Breckenridge Employee Christmas Party

Fire Chief

4. November Employee of the Month Presentation

CONSENT AGENDA

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

5. Consider approval of the October 24, 2023, Regular Commission Meeting minutes as recorded.
6. Consider approval of Resolution 23-28 appointing members to the Board of Adjustments
7. Consider approval of Resolution 23-27 to reappoint Board of Director members to the Housing Authority of the City of Breckenridge.
8. Consider approval of Resolution 23-20 appointment of a member to the Stephens County Appraisal District Board of Directors
9. Consider approval of Fire Protection Interlocal Agreement with Stephens County
10. Consider approval of designating The Breckenridge American as the official newspaper for The City of Breckenridge
11. Consider approval of updates to the Health Insurance portion of the Personnel Policy
12. Consider approval of ERCOT membership renewal

ACTION ITEMS

13. Discussion and any necessary action regarding branding and logo development
14. Discussion and any necessary action regarding closure of the 16 foot wide alley in Block 68 of the Original Town of Breckenridge and conveyance to abutting property owners

RECEIVE REQUESTS FROM COMMISSION MEMBERS/STAFF FOR ITEMS TO BE PLACED ON NEXT MEETING AGENDA

Discussion under this section must be limited to whether or not the Commission wishes to include a potential item on a future agenda.

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 **5:00 PM** on the **4th day of NOVEMBER 2023**.

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.



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of the October 24, 2023, Regular Commission Meeting minutes as recorded.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

Meeting minutes for the Regular Commission meeting on October 24, 2023.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Move to approve as presented.

October 24, 2023

**REGULAR CITY COMMISSION MEETING OF THE CITY OF BRECKENRIDGE, TEXAS, HELD ON THIS DATE
WITH THE FOLLOWING MEMBERS PRESENT.**

PRESENT

COMMISSIONER, PLACE 1
COMMISSIONER, PLACE 2
COMMISSIONER, PLACE 3

BLAKE HAMILTON
ROB DURHAM
VINCE MOORE

CITY MANAGER
CITY SECRETARY
FINANCE DIRECTOR
PUBLIC SERVICES DIRECTOR
CODE ENFORCEMENT/FIRE CHIEF
PUBLIC WORKS DIRECTOR

CYNTHIA NORTHROP
JESSICA SUTTER
DIANE LATHAM
STACY HARRISON
MALCOLM BUFKIN
TODD HENDERSON

NOT PRESENT

MAYOR
COMMISSIONER, PLACE 4

BOB SIMS
GARY MERCER

CALL TO ORDER

Commissioner Durham called the meeting to order at 5:32 p.m.

Invocation led by Andy Rodgers of First Baptist Church.

PLEDGE OF ALLEGIANCE

OPEN FORUM

No Speakers.

STAFF REPORT

City Manager

1. Street improvement updates
PD Salary attrition
Department Head Reports

2. Upcoming events

10/31	Walker Street Trick-or-Treat
10/31	1st annual Family Fall Festival
11/4	Breckenridge Chamber of Commerce Banquet

Public Services Director

3. Employee of the Month presentation

No Action Taken.

CONSENT AGENDA

4. Consider approval of the September 5, 2023, Regular Commission Meeting minutes as recorded.
5. Consider approval of Resolution 23-25 approving an agreement with the State of Texas Department of Transportation for the temporary closure of State Highway 180 for the Breckenridge Christmas Parade coordinated by the Breckenridge Chamber of Commerce.
6. Consider approval of Resolution 23-26 recognizing the week of November 6-10, 2023, as Municipal Court Week.

Commissioner Moore made a motion to approve consent agenda items 4-6 as presented. Commissioner Hamilton seconded the motion. The motion passed 3-0.

PUBLIC HEARING ITEMS

7. Public Hearing regarding whether the buildings on the following properties are dangerous buildings pursuant to Chapter 5, Article 1 of the Breckenridge Code of Ordinances

308 S. Pecan-Donald Ball requested 120 days to have the building demolished.

806 S. Cutting-No Speakers

601 N. Harvey-No Speakers

1305 W. 1st-No Speakers

205 W. 3rd-No Speakers

802 S. Cutting- Robin Roberson spoke on behalf of both 802 S. Cutting and 714 S. Cutting. She stated that she plans to have the property demolished and requested four to six months to complete the demolition.

714 S. Cutting-Robin Roberson.

1107 E. Williams- Antonia Woody stated that she had previously received a remodel application but did not ever get it turned in. She is requesting more time to make repairs on the property.

803 W. Hullum-No Speakers

1214 W. 4th-No Speakers

213 Pembroke-Brian Lee stated he is currently the lien holder on the property. He sold the property to investors that planned to remodel the property.

ACTION ITEMS

8. Discussion and any necessary action regarding whether the buildings on the eleven properties are dangerous buildings pursuant to Chapter 5, Article I of the Breckenridge Code of Ordinances and, if so, discussion and any necessary action regarding issuing orders to abate the dangerous buildings or accepting conveyance of property (ies) from owners

308 S. Pecan:

Commissioner Hamilton made a motion to declare 308 S. Pecan a dangerous building and order that the owner demolish the building within 90 days. Commissioner Moore seconded the motion. The motion passed 3-0.

806 S. Cutting:

Commissioner Hamilton made a motion to declare 806 S. Cutting a dangerous building and order that the owner demolish the building within 30 days. Commissioner Moore seconded the motion. The motion passed 3-0.

601 N. Harvey:

Commissioner Moore made a motion to declare 601 N. Harvey a dangerous building and order that the owner demolish the building within 30 days. Commissioner Hamilton seconded the motion. The motion passed 3-0.

1305 W. 1st:

Commissioner Moore made a motion to declare 1305 W. 1st a dangerous building and order that the owner demolish the building within 30 days. Commissioner Hamilton seconded the motion. The motion passed 3-0.

205 W. 3rd:

Commissioner Hamilton made a motion to declare 205 W. 3rd a dangerous building and order that the owner demolish the building within 30 days. Commissioner Moore seconded the motion. The motion passed 3-0.

802 S. Cutting:

Commissioner Hamilton made a motion to declare 802 S. Cutting and order that the building be demolished within 90 days. Commissioner Moore seconded the motion. The motion passed 3-0.

714 S. Cutting:

Commissioner Moore made a motion to declare 714 S. Cutting a dangerous building and order that the owners demolish the building within 90 days. Commissioner Hamilton seconded the motion. The motion passed 3-0.

1107 E. Williams:

Code enforcement Officer Malcolm Bufkin stated that the property has been cleaned up but the entire roof structure including bracing is gone. It is a dangerous building and the roof will fall in soon. There has been no permit issued for construction. She did get an application but never returned it. A general building permit is for six months. Given the condition of this home it would need to be repaired sooner than 6 months to avoid the roof caving in. The house is vacant and has been vacant since the owner purchased the property. Bufkin stated that if the owner plans to repair the structure it will need to be completed by a licensed contractor for plumbing, and electrical in order to be up to code.

Commissioner Moore made a motion to declare the building located at 1107 E Williams a dangerous building and order that the building be repaired within 90 days. If the building is not repaired within 90 days order that the building shall be demolished. Commissioner Hamilton seconded the motion. The motion passed 3-0.

803 W. Hullum:

Commissioner Hamilton made a motion to declare 803 W. Hullum a dangerous building and order that the owner demolish the building within 30 days. Commissioner Moore seconded the motion. The motion passed 3-0.

1214 W. 4th:

Commissioner Moore made a motion to declare 1214 W. 4th a dangerous building and order that the owner demolish the building within 30 days. Commissioner Hamilton seconded the motion. The motion passed 3-0.

213 W. Pembroke:

Brian Lee stated he sold the property to Investors, and it does not look like any work has been done on it since it was sold. He stated the property is structurally sound and has a metal roof on it. He is the current lien holder of the property. Christi Tidrow stated the owner took out a building permit earlier in the year, but it was never returned. Code Officer Bufkin stated that the property is overgrown and is beginning to be overrun with rodents. The property may be sound, but it is substandard. There is also no electricity or water running to the property. Essentially as it sits it is a storage building and city ordinances do not allow storage buildings on a lot without a home.

Commissioner Hamilton made a motion to declare 213 Pembroke a dangerous building and order that the owner demolish the building within 30 days. Commissioner Moore seconded the motion. The motion passed 3-0.

9. Discussion and any necessary action regarding budget amendment to partner with Stephens County Appraisal District to update mapping on CAD website

William Thompson, Chief Appraiser with the Stephens County Appraisal District addressed Commissioners stating that the current GIS/mapping system was last drawn several years ago using older technology. The result is that parcel lines on the map are not accurate. The City Manager brought this issue to Mr. Thompson and he subsequently discussed with his board. The request is to partner with Stephens CAD to update the GIS mapping within the city limits. The total estimated cost is \$15,000. The city's portion of the cost will be approximately \$7,500.

10. Discussion and any necessary action 805 W. Walker Agreement, which contains a structure that has become dilapidated due to a recent fire

Request withdrawn - No action Taken.

11. Discussion and any necessary action regarding award of Public Works Facility RFP

City Manager Cynthia Northrop stated that a Request for Proposals (RFP) for Public Works Facilities was issued and published in September of 2023. The city received only one proposal from Donnie Sechrest in the amount of \$231,900.00.

Commissioner Hamilton made a motion to approve awarding the Public Works Facility RFP to the lowest and best bidder, Donnie Sechrest. Commissioner Moore seconded the motion. The motion passed 3-0.

12. Discussion and any necessary action regarding Mobile Food Truck Ordinance Update

City Manager Northrop stated that the current ordinance requires City Commission approval. Commissioners had previously requested staff bring an update to the ordinance to process Mobile Food Truck requests at the staff level when applicable and appropriate criteria have been met.

Commissioner Hamilton made a motion to approve Ordinance 23-18 as presented. Commissioner Moore seconded the motion. The motion passed 3-0.

13. Discussion and any necessary action regarding partnering with Stephens County and the Chamber of Commerce for the 1st Annual Family Fall Festival

City Manager Cynthia Northrop explained that the city is partnering with Stephens County and the Chamber of Commerce for the First Annual Family Fall Festival on Tuesday, October 31st. It will complement the Chamber's existing Trick-or-Treat event in the Downtown area. It will include trunk or treat using City equipment and vehicles, a Pumpkin

decorating contest, vendors, possible food trucks, and other activities. This will require road closures on Elm Street from Court Street to just beyond Rose, and Rose Street will be closed from Walker North to the City Parking lot entrance.

Commissioner Hamilton made a motion to approve the Family Fall Festival and associated city street closures. Commissioner Moore seconded the motion. The motion passed 3-0.

14. Discussion and any necessary action regarding Interlocal with Stephens County for Emergency Notification System HyperReach

City Manager Northrop stated that the city and the County previously partnered on an agreement for Code Red, an emergency notification system. After researching, the City and County have identified a similar program that is more user-friendly, allows more flexibility in the number of users, and is less expensive than Code Red. The new system is called HyperReach. The cost for Code Red was \$10,446 annually, and HyperReach is \$5450 annually. The County and the City will equally split the cost of the system.

Commissioner Moore made a motion to approve an interlocal agreement with Stephens County for Emergency Notification System HyperReach and authorize the City Manager to execute the agreement. Commissioner Hamilton seconded the motion. The motion passed 3-0.

15. Discussion and any necessary action regarding Ordinance No. 23-17 temporarily reducing the speed limit for portions of US Highway 180 within the City Limits of the City of Breckenridge

The TxDOT Brownwood District has requested temporary Construction speed zones on US Highway 180/Walker St. during upcoming improvements from Rose Ave West to Breckenridge City limits. Speed limits will be reduced by 10 mph. The project is expected to begin in March 2024 with a four to five-month completion date.

Commissioner Hamilton made a motion to approve Ordinance 23-17 as presented. Commissioner Moore seconded the motion. The motion passed 3-0.

16. Discussion and any necessary action regarding Optimum Contract

City Manager Northrop addressed commissioners stating that both action items 16 and 17 work together. The staff has been researching telephone and internet expenses along with IT Consultants, Tolar. There has not been consistency in departmental use of internet providers, level, or reliability of internet service. The current phone system is also old and obsolete. Updating Optimum services is slightly more than current costs, upgrading our internet will provide a significantly higher level of server and reliability, increasing productivity, and will allow us to update our obsolete phone system to support voice-over-internet-protocol (VOIP). The service will be a five-year contract and will be \$34,080 annually for all city facilities.

Commissioner Moore made a motion to approve authorizing the City Manager to finalize and sign a five-year contract with Optimum for internet services. Commissioner Hamilton seconded the motion. The motions passed 3-0.

17. Discussion and any necessary action regarding Spectrum Contract

City Manager Northrop stated that the city received quotes from four different VOIP providers and is recommending moving forward with Pathfinder/Spectrum which will be an annual cost of \$7,032.00 and a three-year contract.

Commissioner Hamilton made a motion to approve authorizing the City manager to finalize and sign a three-year contract with Spectrum for a Voice-over-Internet-Protocol phone system. Commissioner Moore seconded the motion. The motion passed 3-0.

EXECUTIVE SESSION

Real Property

§551.072: Deliberate the purchase, exchange, lease, or value of real property:

18. American Legion

19. 210 N. Smith

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):

20. City Manager, annual review

RECONVENE INTO OPEN SESSION

At 8:17 p.m., the City Commission reconvened into open session.

Commissioner Moore made a motion to approve Andy Rodger's bid for the American Legion and authorize the City Manager or finalize and sign all documents necessary to finalize the sale of the Property. Commissioner Hamilton seconded the motion. The motion passed 3-0.

Commissioner Moore made a motion to approve Trey McDuff of New Destination Church's bid for the property at 210 N. Smith and authorize the City Manager to finalize and sign all documents necessary to finalize and sign all documents necessary to finalize the sale of the property. Commissioner Hamilton seconded the motion. The motion passed 3-0.

RECEIVE REQUESTS FROM COMMISSION MEMBERS/STAFF FOR ITEMS TO BE PLACED ON NEXT MEETING AGENDA

There were no requests.

ADJOURN

There being no further business, Commissioner Durham adjourned the regular session at 8:19 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Consider approval of Resolution 23-28 appointing members to the Board of Adjustments

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The Board of Adjustments is a six-member board tasked with conducting hearings and grants, grants with conditions, or denies variances to the Zoning Codes, including variances from building height and building setback requirements; hears requests and renders decisions regarding special exceptions when applicants propose to expand non-conforming uses; and hears and renders decisions regarding appeals of decisions or interpretations of the Building Official.

Staff contacted the current members of the board and found that Leslie Howk, Turner Baugh, and Bo Asher all wished to remain on the board. Mark Reyes has decided to step down from his position when it expires, leaving a vacancy within the Board of Adjustment. Staff will bring this item back to the commissioners once a replacement has been found.

FINANCIAL IMPACT:

none

STAFF RECOMMENDATION:

Move to approve Resolution 23-28 as presented.

RESOLUTION NO. 23-28**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO REAPPOINT OR APPOINT A MEMBER TO THE BOARD OF ADJUSTMENT COMMISSION AND TO SET TERM OF OFFICE FOR APPOINTEE.**

WHEREAS, Section 22-12 of the Code of Ordinances of the City of Breckenridge creates the Board of Adjustment for the City of Breckenridge and provides appointment procedures; and,

WHEREAS, the term of office for the current Board of Adjustment, **Mark Reyes, Leslie Howk, Turner Baugh, and Bo Asher** expires November 2023.

WHEREAS, **Leslie Howk, Turner Baugh, and Bo Asher** have agreed to be re-appointed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS: That **Leslie Howk, Turner Baugh and Bo Asher** shall be appointed to the Board of Adjustment for a two-year term which expires November 30, 2025.

PASSED AND APPROVED this 7th day of November 2023.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of Resolution 23-27 to reappoint Board of Director members to the Housing Authority of the City of Breckenridge.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The Housing Authority was established by the City Commission in January 1950. Local Government Code Section 392.031 establishes the criteria for the municipality to appoint the Housing Authority Board of Director members. The board is made up of 5 members: 2 serve one-year terms and 3 serve two-year terms. The terms of Will Thompson, Joyce Toland, and Audrey Brown will expire in October 2021; and have agreed to serve another 2-year term.

FINANCIAL IMPACT:

none

STAFF RECOMMENDATION:

Move to approve Resolution 23-27 as presented.

**CITY OF BRECKENRIDGE, TEXAS
RESOLUTION NO. 23-27**

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO REAPPOINT MEMBERS TO THE BOARD OF DIRECTORS OF THE HOUSING AUTHORITY OF THE CITY OF BRECKENRIDGE.

WHEREAS, the City Commission of the City of Breckenridge is charged with the responsibility of appointing members to the Board of Directors of the Housing Authority of the City of Breckenridge; and,

WHEREAS, the term of office for Will Thompson, Joyce Toland, and Audrey Brown will expire in October 2023;

NOW, THEREFORE, BE IT RESOLVED: That the following Will Thompson, Joyce Toland, and Audrey Brown shall be reappointed for a two-year term that expires October 31, 2025;

Will Thompson Joyce Toland Audrey Brown

PASSED AND APPROVED THIS 7TH DAY OF NOVEMBER 2023.

APPROVED:

ATTEST:

Bob Sims, Mayor

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of Resolution 23-20 appointment of a member to the Stephens County Appraisal District Board of Directors

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

In 2021, the SCAD updated the Policies and Procedures to allow entities to appoint board members to the Stephens County Board of Directors from Each Taxing Entities. Rob Durham has been serving on the board for the City of Breckenridge since 2021. His current appointment will expire on December 31, 2023.

SCAD is requesting the Reappointment of Rob Durham for a term of 2 years. The appointment must be done by Resolution in an open meeting prior to November 15, 2023.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of Resolution 23-30 appointing Rob Durham to serve on the Stephens County Appraisal District Board of Directors for a 2-year term to begin on January 1, 2024.

APPOINTMENT RESOLUTION 23-30

WHEREAS the Texas Property Tax Code allows tax jurisdictions to appoint up to five people to serve on the Board of the Stephens County Appraisal District for a term of office of two years beginning January 1, 2024;

AND WHEREAS, _____ desires to appoint a person or persons to said Board;

AND WHEREAS, said tax unit recognizes the importance of cost-effective operations of the Appraisal District,

NOW THEREFORE, we hereby appoint _____ for a position on the Board of Directors of the Stephens County Appraisal District.

Approved on this the _____ day of _____, 2023.

Presiding Officer of Tax Unit

Attest, Secretary of the Tax Unit

STEPHENS COUNTY APPRAISAL DISTRICT



October 30, 2023

RE: Board Appointments

It is time for the tax units of Stephens County to appoint members to the Stephens County Appraisal District’s Board of Directors (SCAD) (BoD). As the election administrator for this process, I am notifying you of the timetable and process.

In 2021, the SCAD updated the Policies and Procedures to allow entities to appoint board members based on the following timetable and positions.

<u><i>Taxing Entity</i></u>	<u><i>Member</i></u>	<u><i>Current Member</i></u>	<u><i>Timing (Installment Year)</i></u>
<i>City of Breckenridge</i>	<i>1 Member</i>	<i>Rob Durham</i>	<i>Jan 1 of Even Years</i>
<i>Breckenridge ISD</i>	<i>1 Member</i>	<i>Roy Russell</i>	<i>Jan 1 of Even Years</i>
<i>Stephens County</i>	<i>1 Member</i>	<i>Jerry Toland</i>	<i>Jan 1 of Odd Years</i>
<i>Breckenridge ISD</i>	<i>1 Member</i>	<i>Parker Wylie</i>	<i>Jan 1 of Odd Years</i>
<i>Stephens Memorial Hospital</i>	<i>1 Member</i>	<i>Ted Goldsmith</i>	<i>Jan 1 of Odd Years</i>

The City of Breckenridge and Breckenridge ISD will make one appointment each to initiate January 1, 2024. The unit has the right to nominate and appoint through resolution (example attached) using a process determined by the unit. The members of the current Board are not automatically nominated or reappointed.

The appointment must be done by resolution of the tax unit in an open meeting prior to November 15, 2023. The resolution should be returned to the chief appraiser once it is passed by the entity. The successful board members will be announced at the December Board meeting and will be sworn in at the first meeting in 2024.

I have attached portions of the Board Policy and Procedure Manual discussing the responsibilities of the Board and eligibility for appointment and an example resolution for your use. Should you have any questions, please feel free to contact me.

Sincerely,

William W. Thompson
Chief Appraiser in Training

FUNCTIONS OF THE BOARD OF DIRECTORS

The Board has authority and required duties under the Texas Property Tax Code, specifically governance over the District, while other duties and authority maybe provided elsewhere in statute.

The following is a nonexclusive list of the primary responsibilities of the Board:

1. Hire and annually review the chief appraiser
2. Structure the appointment or election of Board members and officers
3. Hold regular Board meetings to conduct the business of the Board
4. Solicit, negotiate, and enter contracts with other appraisal offices, taxing units or private firms to perform appraisal functions
5. Adopt annual operation budget and annual financing by the taxing units per guidelines set out in the Code
6. Structure and appoint members of the Appraisal Review Board
7. Structure and appoint members of the Agricultural Advisory Board
8. Purchase or lease real property to establish the appraisal district office
9. Ensuring preparation of an annual audit
10. Governance over the district in any other manner required by law

The Board is required to complete a training course on the Public Information Act and the Open Meetings Act, not later than the 90th day after taking the oath of office.

The Board has no responsibility for setting tax rates, appraising property, adjusting appraisals, granting or denying exemptions, or any other matter directly affecting the value of property.

Effective September 2007, it is a criminal offense for a member of the Board to communicate with the chief appraiser directly or indirectly on any matter relating to the appraisal of property, except in open session with an agenda item (Section 6.15, Property Tax Code).

Board members will not be compensated for service but are entitled to reimbursement for actual or necessary expenses incurred in the performance of their duties as provided by the budget adopted by the Board (Texas Property Tax Code, Section 6.04(c)).

Eligibility

1. Must be a current resident of the District
2. Must have resided in the District for at least two years immediately preceding the date the individual takes office
3. May be a member on the governing body of a taxing unit
4. An employee of a taxing unit that participates in the District is not eligible to serve on the Board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the District

An individual is ineligible to serve on the Board and is disqualified from employment as Chief Appraiser if the individual:

1. Is related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district
2. Owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless:
 - a. The delinquent taxes and any penalties and interest are being paid under an installment payment agreement under Section 33.02; or
 - b. A suit to collect the delinquent taxes is deferred or abated under Section 33.06 or 33.065.
3. The individual has engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district at any time during the preceding three years



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Consider approval of Fire Protection Interlocal Agreement with Stephens County

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City of Breckenridge Stephens County partner together to provide fire protection services inside the city and outside the city and both entities believe it is mutually beneficial to continue this partnership for several reasons.

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 is the annual renewal to cover FY 2023-2024.

FINANCIAL IMPACT:

See interlocal for details.

STAFF RECOMMENDATION:

Consider membership renewal in ERCOT.

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 2023-2024

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, 2023**, 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, 2024**.

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 Tott 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 Patties 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 ____Day of _____, 2023.

STEPHENS COUNY

CITY OF BRECKENRDIGE

By:_____

By:_____

Title:_____

Title:_____

Date:_____

Date:_____

STEPHENS COUNTY FIRE MARSHALL

BRECKENRIDGE FIRE DEPARTMENT

By:_____

By:_____

Title:_____

Title:_____

Date:_____

Date:_____



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of designating The Breckenridge American as the official newspaper for The City of Breckenridge

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City must designate a qualifying newspaper as the official newspaper of the city. This is the annual designation. The Breckenridge American newspaper meets the state-required criteria.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider designating the Breckenridge American as the City of Breckenridge's Official Newspaper

RESOLUTION NO. 23-29**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO DESIGNATE THE BRECKENRIDGE AMERICAN AS THE OFFICIAL NEWSPAPER OF THE CITY.**

WHEREAS, Chapter 52, Subchapter A, Section 52.004a of the Texas Local Government Code provides that the governing body of a municipality shall designate an Official Newspaper for the City at the beginning of each Fiscal Year; and,

WHEREAS, the City of Breckenridge's Fiscal Year begins on the first day of October and continues through the 30th day of September of each year; and,

WHEREAS, Chapter 2051, Subchapter C, Section 2051.044 of the Texas Government Code sets forth the requirements of a newspaper of record and the Breckenridge American meets the requirements.

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

The Breckenridge American is hereby designated as the Official Newspaper for the City of Breckenridge, Texas, for the Fiscal Year 2023-2024. The City Secretary is hereby directed to publish all Fiscal Year 2023-2024 notices and advertisements in the Breckenridge American newspaper in accordance with the law.

PASSED AND APPROVED this 7th day of November 2023

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of updates to the Health Insurance portion of the Personnel Policy

Department: Administration/Human Resources

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

When the Personnel Policy was adopted in November 2021, the Health Insurance portion of the policy (9.01) stated that medical coverage would be effective on the first of the month following 30 days of employment. At the time the City of Breckenridge was using another Health Insurance provided. Since then, the City has changed Health insurance companies to offer better coverage and rates to employees. However, the new policy allows coverage on the first of the month following 60 days of employment. The proposed revision changes the effective date from 30 to 60 days.

Current Language

9.01 Health Insurance

All regular full-time employees are covered by medical insurance. This insurance generally provides for physician care, hospitalization, major medical expenses, and prescription drugs. Coverage for dependents is available by payroll deductions at reduced group rates on the first day of the month following thirty (30) days of employment. Detailed information concerning employee insurance is contained in the City's Benefits Brochure.

Proposed Revision

9.01 Health Insurance

All regular full-time employees are covered by medical insurance. This insurance generally provides for physician care, hospitalization, major medical expenses, and prescription drugs. Coverage for dependents is available by payroll deductions at reduced group rates on the first day of the month following **sixty (60)** days of employment. Detailed information concerning employee insurance is contained in the City's Benefits Brochure.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider and approve the recommended update.

CHAPTER 9

EMPLOYEE BENEFITS

Effective November 1, 2021

9.01 Health Insurance

All regular full-time employees are covered by medical insurance. This insurance generally provides for physician care, hospitalization, major medical expenses and prescription drugs. Coverage for dependents is available by payroll deductions at reduced group rates on the first day of the month following thirty (30) days of employment. Detailed information concerning employee insurance is contained in the City's Benefits Brochure.



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of ERCOT membership renewal

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City of Breckenridge has been participating with other cities across the state of Texas in the Electric Reliability Council of Texas for the past several years. It is time to renew our membership in ERCOT.

WHAT IS ERCOT?

ERCOT is the entity that is responsible for operating the electric grid in the deregulated portion of Texas. Furthermore, ERCOT maintains the set of complicated rules that frame the way that electricity is bought and sold in the deregulated wholesale market. Through a process of negotiation and deliberation within committees of interested parties, the ERCOT stakeholder process is constantly reviewing and revising these rules, known as the ERCOT protocols. Most of the issues addressed at ERCOT are addressed nowhere else—the Public Utility Commission has largely delegated these issues to the ERCOT stakeholder process.

WHAT ROLE DO CITIES PLAY IN THE ERCOT PROCESS?

Consumers, such as cities and other political subdivisions, have a voice in ERCOT’s decision-making process. Each segment of the ERCOT market has a vote on issues before ERCOT, through its representatives on the Technical Advisory Committee (“TAC”), the Wholesale Market Subcommittee (“WMS”), and the Retail Market Subcommittee (“RMS”).

TAC, WMS, and RMS are the bodies responsible for making the most important decisions about the detailed workings of the ERCOT market. These decisions can have bottom-line impacts on electricity prices. A total of 139 cities and other political subdivisions joined ERCOT in 2023. With this membership strength, cities successfully elected two city representatives to TAC. A strong contingent of city members would make continuation of this strong presence likely for 2024.

Consumers in ERCOT face constant efforts by power generators and power marketers to modify the electricity market in ways that would increase prices. In 2024, ERCOT and the PUC will continue their work on several major market redesign initiatives. As a result, Cities’ presence in the ERCOT process as a voice for consumers continues to be important.

FINANCIAL IMPACT:

\$100 membership renewal fee

STAFF RECOMMENDATION:

Consider membership renewal in ERCOT.

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

MEMORANDUM

TO: City and Other Political Subdivision Members of ERCOT
FROM: Thomas Brocato
DATE: October 18, 2023
RE: ERCOT Membership Renewal for 2024

The purpose of this memorandum is to recommend that your city or other political subdivision renew its membership in the Electric Reliability Council of Texas ("ERCOT") for 2023. For the reasons we detail below, an ERCOT membership continues to be a straightforward and cost-effective way for your city to influence electric policy in Texas, and **we recommend that you submit your ERCOT membership renewal application and fee by Friday, November 10, 2023. The membership fee is \$100 per year.**

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TAC, WMS, and RMS are the bodies responsible for making the most important decisions about the detailed workings of the ERCOT market. These decisions can have bottom-line impacts on electricity prices. A total of 139 cities and other political subdivisions joined ERCOT in 2023. With this membership strength, cities successfully elected two city representatives to TAC. A strong contingent of city members would make continuation of this strong presence likely for 2024.

As you know, consumers in ERCOT face constant efforts by power generators and power marketers to modify the electricity market in ways that would increase prices. In 2024, ERCOT and the PUC will continue their work on several major market redesign initiatives. As a result, Cities' presence in the ERCOT process as a voice for consumers continues to be important.

WHAT DOES AN ERCOT MEMBERSHIP REQUIRE?

It is not difficult to renew your ERCOT membership. A simple online form is required, along with payment of a \$100 membership fee. Below, you will find a guide to complete the form. We are also available to assist you; please feel welcome to call me (Thomas Brocato) at 512-322-5857, or email me at tbrocato@lglawfirm.com.

In order to vote for candidates for the 2024 TAC, WMS, and RMS, **please send your renewal application and \$100 fee to ERCOT by Friday, November 10, 2023.**

In completing the attached form, please note the following:

- Only corporate members may vote in ERCOT matters. In response to **Membership Type** on the form, we recommend that cities renew as **Corporate**, rather than Associate of Adjunct, members.
- In response to **Segment Eligibility** select **Consumer**.
- In the list of Consumer Members below, you can see which Consumer segment (Small or Large Commercial) your city joined in for 2023. **We recommend that you choose the same segment in response to Consumer Type when renewing your membership for 2024.** Please call me (Thomas Brocato) at 512-322-5857, or email me at tbrocato@lglawfirm.com if you have any questions about this.
- In response to **Designated Representative and Alternate, please designate as your authorized representative (and Alternate if you choose)** an employee of your city that can receive notices from ERCOT. ERCOT contacts its members very rarely; this person will not be inundated with emails, but may be asked to vote on important issues from time-to-time. Please also designate an alternate representative. During the coming year, please feel free to forward anything you receive from ERCOT to me at the email address above.
- There is **no need to add “Affiliates of the Applicant,”** as it is not relevant to cities’ memberships in ERCOT.
- Submit the \$100 membership fee electronically via **a wire transfer payment** using ERCOT’s banking information in the PDF titled **“2024 Membership Banking Information”** also attached to the email providing this memorandum.
- Finally, check the box next to “I agree to the terms of the Membership Agreement” and select “Submit.”
- After you have sent your application to ERCOT, please forward a copy of your application to us at tbrocato@lglawfirm.com and abenavides@lglawfirm.com. This will help us track pending applications, and will allow us to follow up with ERCOT if issues arise.

Please feel free to call or email us if you have any questions in completing the form or about ERCOT in general.

Small Commercial

Aransas County Municipal Utility District No. 1	City of Belton
City of Benbrook	City of Beverly Hills
City of Breckenridge	City of Buffalo
City of Bunker Hill Village	City of Cedar Hill
City of Centerville	City of Clear Lake Shores
City of Clyde	City of Colleyville
City of Corinth	City of Crowley
City of Dalworthington Gardens	City of Deer Park
City of Dilly	City of Early
City of Eastland	City of Ennis
City of Fate	City of Forest Hill
City of Forney	City of Frisco
City of Fulshear	City of Gainesville
City of Glenn Heights	City of Hamilton
City of Harker Heights	City of Haslet
City of Hewitt	City of Hilshire Village
City of Howe	City of Hunters Creek Village
City of Hutto	City of Ingleside
City of Jersey Village	City of Josephine
City of Justin	City of Keller
City of Kennedale	City of Kerens
City of La Feria	City of Lake Worth
City of Lancaster	City of Lorena
City of Malakoff	City of Manvel
City of Morgan's Point	City of Murchison
City of O'Donnell	City of Oak Point
City of Ovilla	City of Paris
City of Parker	City of Port Lavaca
City of Portland	City of Pottsboro
City of River Oaks	City of Rockwall
City of Rotan	City of Sachse
City of Saginaw	City of Seagoville
City of Seymour	City of Snyder
City of Springtown	City of Webster
City of Weston Lakes	City of Wharton
City of White Settlement	City of Woodway
City of Wylie	Town of Highland Park
Town of Fulton	Town of Northlake
Town of Lakeside	Town of Westover Hills
Town of Trophy Club	

Large Commercial

Aquilla Water Supply District	Benbrook Water Authority
City of Alamo	City of Allen
City of Arlington	City of Bedford
City of Bellmead	City of Brownwood
City of Burleson	City of Canton
City of Carrollton	City of Cleburne
City of Coppel	City of Corpus Christi
City of Dallas	City of Decatur
City of Denison	City of Euless
City of Farmers Branch	City of Fort Worth
City of Grand Prairie	City of Grapevine
City of Houston	City of Hurst
City of Irving	City of Killeen
City of Kingsville	City of Lewisville
City of McKinney	City of McAllen
City of Mesquite	City of Midlothian
City of Mission	City of Nacogdoches
City of North Richland Hills	City of Odessa, TX
City of Plano	City of Richland Hills
City of Robinson	City of Rockport
City of Rowlett	City of San Angelo
City of Seabrook	City of Seadrift
City of Sherman	City of Spring Valley Village
City of Sugar Land	City of Sulphur Springs
City of Sweetwater	City of Taylor Lake Village
City of Temple	City of The Colony
City of Vernon	City of Victoria
City of Waco	City of Watauga
City of Waxahachie	City of Weslaco
City of Wichita Falls	Housing Authority of the City of Harlingen
Johnson County Special Utility District	dba Harlingen Housing Authority
	South Texas Water Authority



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding branding and logo development

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City of Breckenridge kicked off a Strategic Planning Initiative in September of 2022, including multiple workshops with staff, elected officials, community leaders and Open House for the general public in the Spring of 2023. To further refine and develop branding collateral including an updated logo, the City contracted with local business owner, Katherine Parker Designs and partner, Express My Brand, to develop appropriate messaging and an updated logo. The city then took those logos to the staff and public to vote with a survey monkey survey on the City's Facebook page.

Now it is up to the Mayor/Commission to select the final option.

FINANCIAL IMPACT:

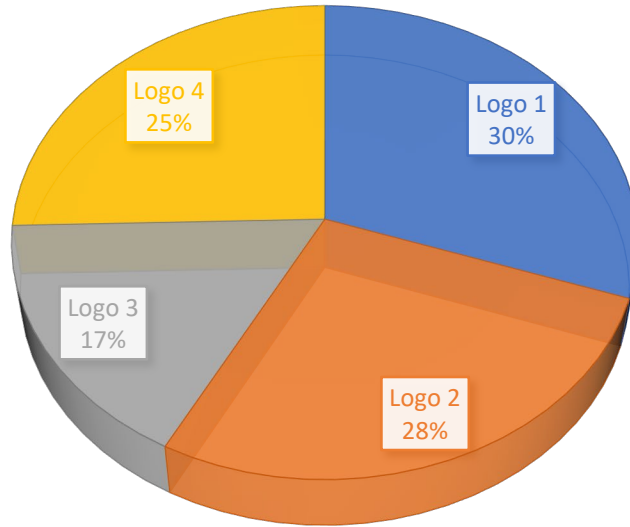
\$8,000

STAFF RECOMMENDATION:

Consider and approve the updated logo.

Community and Staff Logo Survey Results

TOTAL VOTES: 584



LOGO OPTION #1 30%



LOGO OPTION #2 28%



LOGO OPTION #3 17%



LOGO OPTION #4 25%



Boldly Leading Breckenridge

Together, We Are Building A Community Where Everyone Can Thrive

This “internal” messaging underscores the city's dedication to preserving Breckenridge's rich heritage while fostering a forward-thinking spirit, ensuring a fulfilling experience for all who call Breckenridge home.

Core Values

Together, We Are Building A Community Where Everyone Can Thrive

B

Be Bold

We embrace creative solutions and innovative ideas that help our city flourish.

R

Be Responsible

We faithfully serve our citizens to create a community where everyone can thrive.

E

Be Excellent

We give each day our best effort because we know our work makes a difference.

C

Be Compassionate

We foster an environment of genuine care for each other, our residents, and our neighbors.

K

Be Knowledgeable

We're committed to professionalism and personal growth so we can serve our community well.

Vision Statement

A thriving, family-centered community in the heart of Texas: welcoming and fostering growth, investment, and tourism.

Mission Statement

Consistently plan for higher quality of life through positive community relationships that value citizens, welcome visitors, and invite business growth by focusing on innovation, education, and safety.

Our Purpose

Leading our city with strategic initiatives that elevate our community's worth, educate our citizens, encourage civic engagement, and enhance the well-being of our residents.

Our Promise

Our focus on safety, education, and forward-thinking ushers our community into a future brimming with opportunity.

Our Goal is to: Enhance Awareness | Correct Misconceptions | Communicate Value



This “external” messaging captures the appeal of Breckenridge, showcasing its natural beauty, rich cultural heritage, activities, amenities, and community spirit.

History, Hospitality, and a *Hometown Feel*

Unplug, Unwind, and Discover Something Unique in Breckenridge

B

Buckaroo Pride

Experience the Warm Feeling of a Close Community that Revels in its Hometown Pride.

R

Rich Heritage

Journey Back in Time to the 'Boomtown' Oil Era and Explore Historic Murals Downtown.

E

Explore the Outdoors

Immerse Yourself in the Great Outdoors with Fishing, Boating, Hunting, and More.

C

Community Charm

Indulge in Fine Art, Explore Charming Boutiques, and Savor Local Flavors.

K

Kick Back and Relax

Reconnect with Life, Surrounded by the Natural Beauty of Texas.

Breckenridge Beckons: Lakes, Murals, and Memories Await!

Rich Texas History with Modern-Day Charm

LIVE

A vibrant community with charming hospitality, historic murals, and an inviting atmosphere to call home.

WORK

An ideal hometown that's booming with opportunity, and boasts a more relaxed pace of life.

PLAY

Scenic lakes and recreational activities make it the perfect place for hunting, fishing, shopping, dining, or enjoying the arts.

Rooted in History, Blooming with Hospitality

Proposed Logo Options

#1



#2



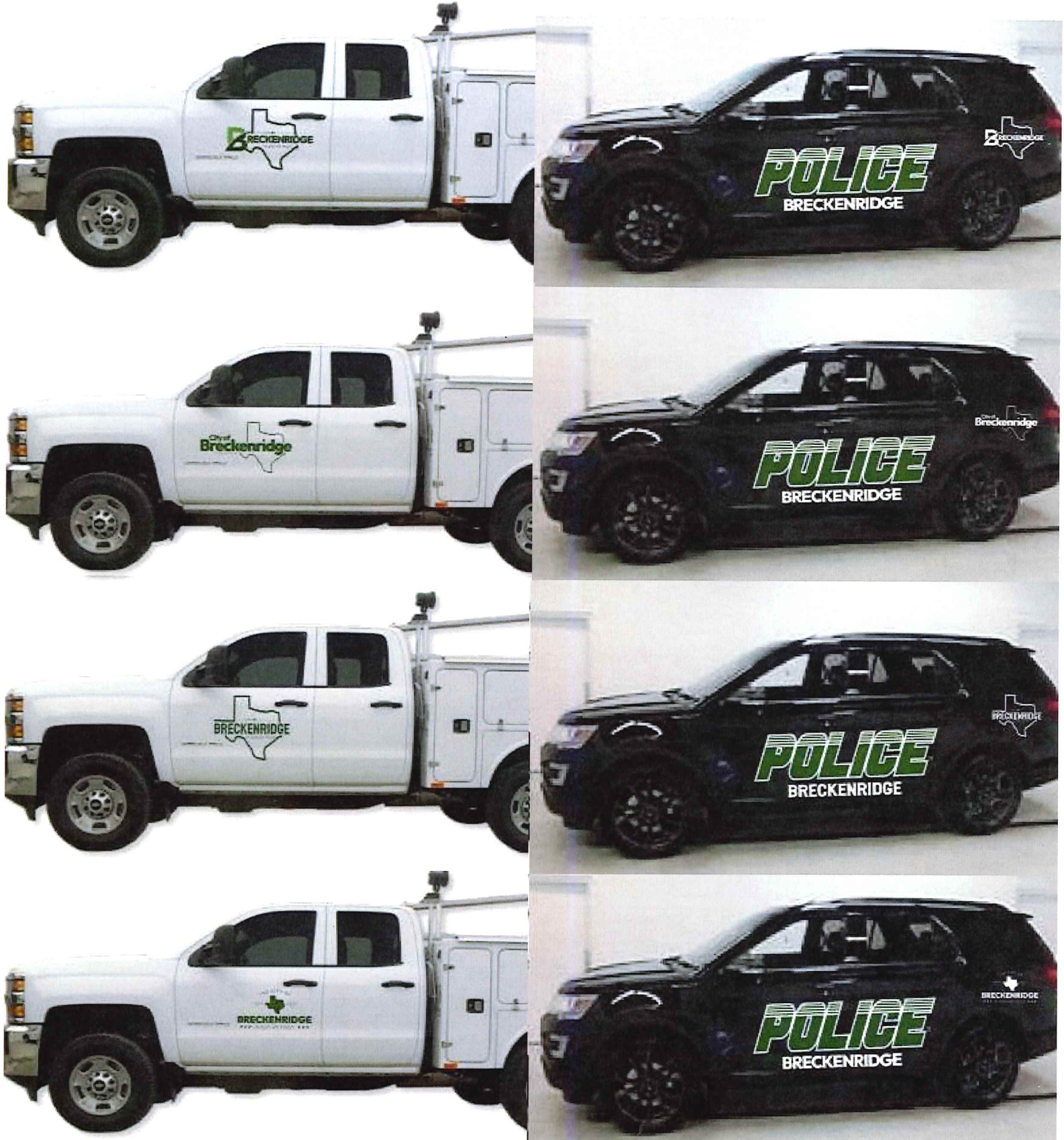
#3



#4



Fleet Vehicle Examples





BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding closure of the 16 foot wide alley in Block 68 of the Original Town of Breckenridge and conveyance to abutting property owners

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The owners of Bayer Chevrolet are planning an expansion of their operations at their dealership in Breckenridge. They have approached the city and the BEDC for assistance. They would like the city to replace the sewer line that runs in the alley between Smith and Live Oak because they want to pave the alley as part of their expansion to allow for interior movement on their property. Essentially, Bayer owns $\frac{3}{4}$ of the block. If the city closes the alley, we are required to convey it to the abutting property owners ($\frac{1}{2}$ of the alleyway to one side and $\frac{1}{2}$ of the alleyway to the other side). The city will maintain a utility easement. The BEDC is considering the actual cost of the sewer line replacement as an economic development request. Engineers have estimated the cost of replacement (opinion of probable cost) to be \$70 - \$90K.

This agenda item is a consideration of closing the alley and conveying it to the abutting property owners only.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider and approve closure of the alley and conveyance of said alley to abutting property owners.



Search Here:

Enter Address, Name, or ID



R13666

R13673

R13669

R13674

R13680

R13675

R13677

R13679

R13678

R13676

R13443

R13443

R13444

R13446

R13446

R13446

32°45'17"N 98°54'30"W

0 20 40ft

W Williams St

W Williams St

W Williams St

W Williams St



Item 14.

Map Contents

Click in the box to activate layer



Parcels



Abstracts



Subdivisions



School Districts



City Limits



Lot Lines

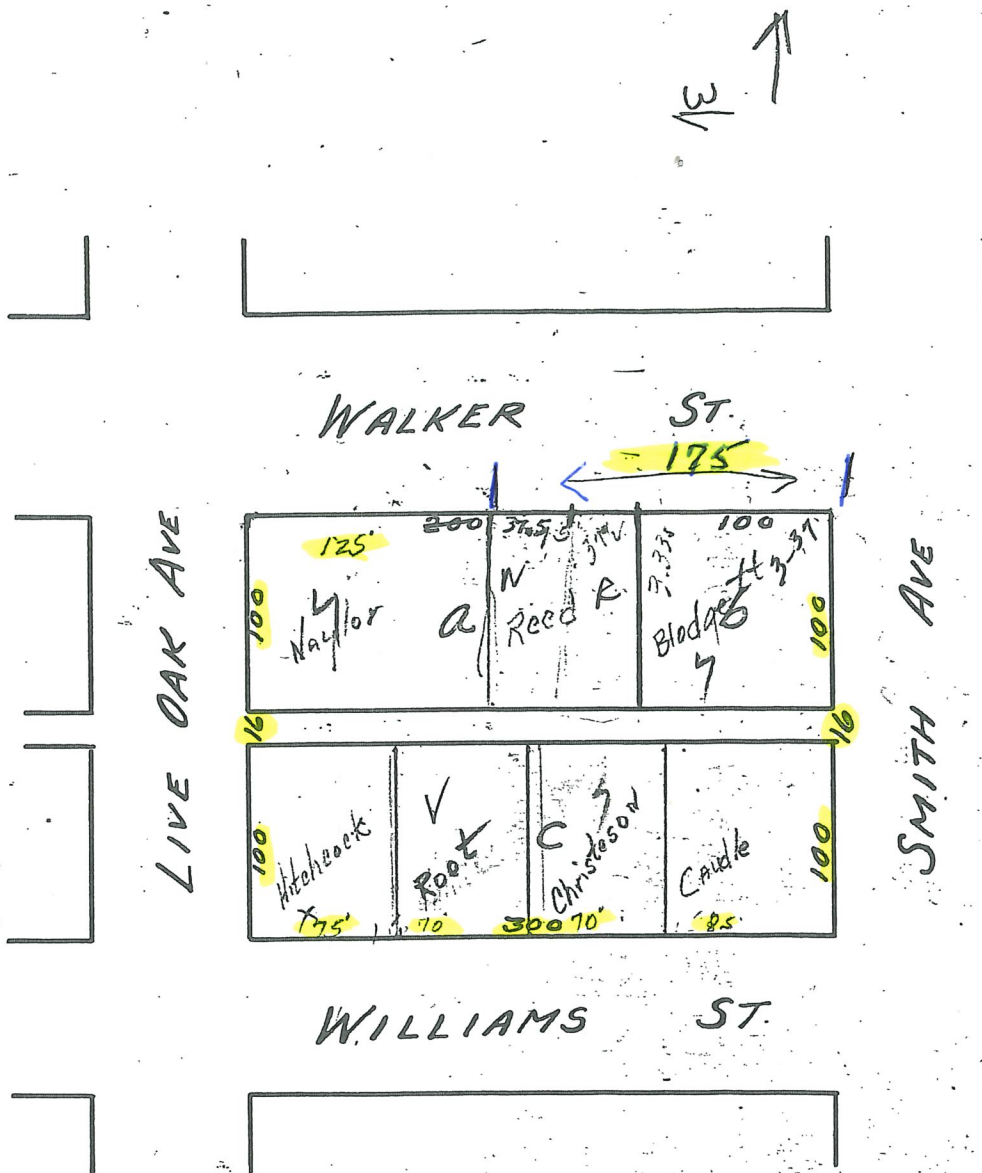


ASSESSOR'S BLOCK BOOK

Block No. 68

Subdivision or Addition _____

ORIGIN



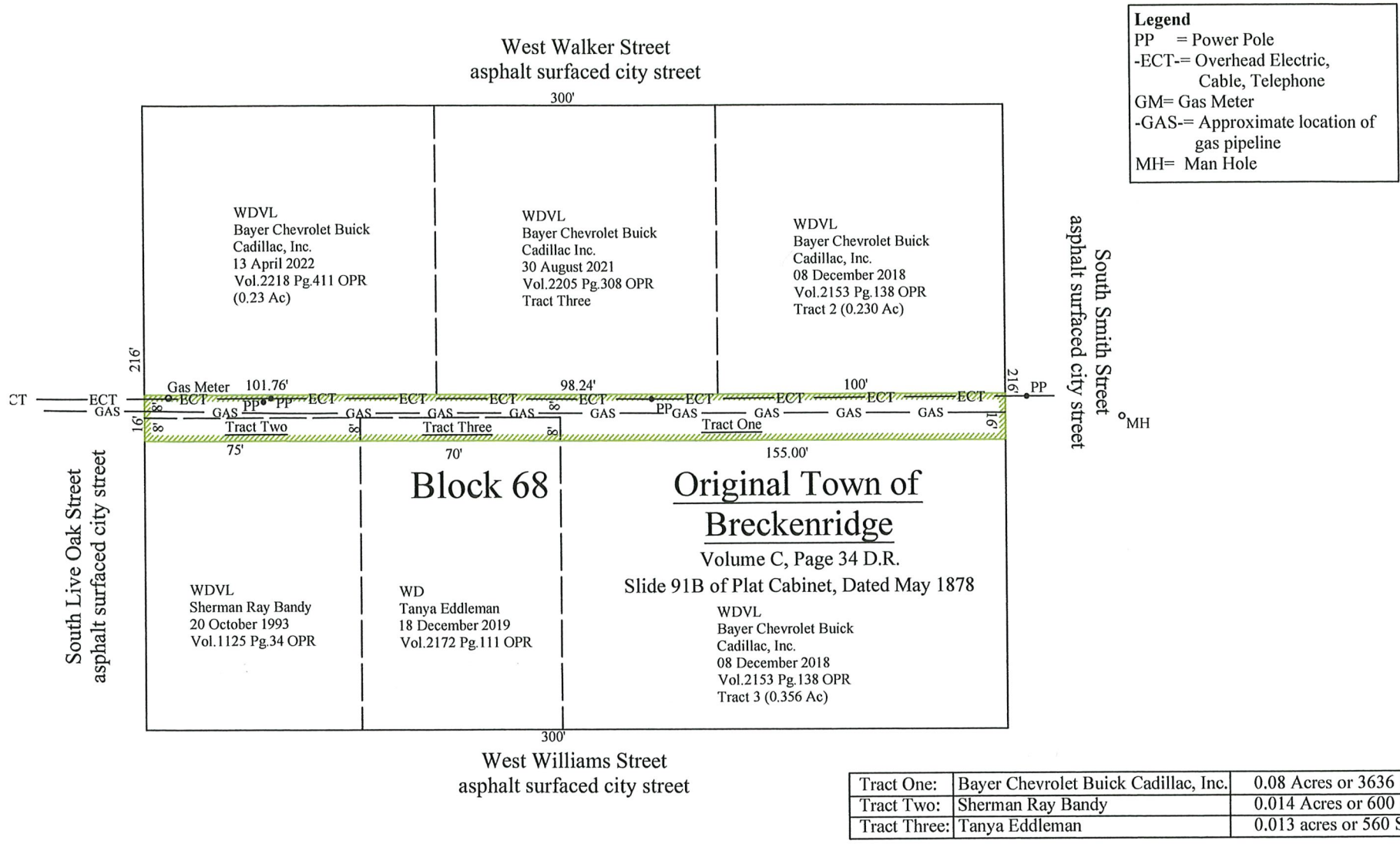


Exhibit "A"
Closure of 16' alley in Block 68 of the
Original Town Plat of the
City of Breckenridge, County of Stephens,
State of Texas

OWEN SURVEYING CO.

FIRM #10069000 WWW.OWENSURVEYING.COM

110 W. ELLIOTT ST., BRECKENRIDGE, TX 76424

PHONE (254)559-9898 FAX (254)559-7372 CELL (254)559-0127

ORDINANCE EXHIBIT : STEPHENS COUNTY

DRAWN BY: CH

CHECKED BY: EB

Scale

1" = 50'

Date

03 November 2023

Print Number

B-478B

ORDINANCE NO. 2023-19

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS CLOSING, VACATING, AND ABANDONING THE ALLEY IN BLOCK 68 OF THE ORIGINAL TOWN OF BRECKENRIDGE; PROVIDING FOR CONVEYANCE OF SAID ABANDONED ALLEY PROPERTY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Breckenridge (the “City”) is a home rule municipality operating under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code;

WHEREAS, Section 311.007 of the Texas Transportation Code provides that a home rule municipality may vacate, abandon, and close a street or alley, and Sections 253.001(a) and 272.001 of the Texas Local Government Code provide that a city may convey abandoned street or alley property to the adjacent property owners without complying with notice and bidding requirements;

WHEREAS, the City received a request from the owner of a majority of the property within Block 68 of the Original Town of Breckenridge to close the alley within Block 68 (the “Alley Property”), and the City has received consent of the remaining two (2) property owners for said closure; and

WHEREAS, the City Commission of the City of Breckenridge has determined that it would be to the public benefit to abandon, vacate, and close the Alley Property, that said land is not needed for public use and therefore constitutes a public charge without a corresponding public benefit, and that the Alley Property should be abandoned, vacated, and closed, and conveyed to the adjacent property owners as hereinafter provided.

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

SECTION 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. Findings. After due deliberations, the City Commission has concluded that the adoption of this Ordinance is in the best interest of the City of Breckenridge, Texas and of the public health, safety, and welfare.

SECTION 3. Alley Abandoned. The sixteen-foot-wide alley located within Block 68 of the Original Town of Breckenridge, Stephens County, Texas, as further described in the attached **Exhibit “A”**, is hereby closed, vacated, and abandoned.

SECTION 4. Fair Market Value. The City Commission finds that the alley was originally dedicated to the public at no cost to the City and any fair market value that the Alley Property may have is offset from the City’s release from the obligation to maintain the Alley Property.

SECTION 5. Retention of Easements. The City shall retain a utility easement within the Alley Property for itself and other authorized utility providers.

SECTION 6. Conveyance. The City Secretary is authorized and directed to prepare and record a copy of this Ordinance in the Real Property Records of Stephens County, Texas. The Mayor is hereby authorized and directed to convey by Deed Without Warranty, in “As Is” condition, all of the interest of the City in and to the Alley Property, to the property owners abutting said Alley Property, in proportion to their ownership interests.

SECTION 7. Savings/Repealing Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. Effective Date. This ordinance shall take effect upon its adoption.

DULY PASSED AND APPROVED by the City Commission of the City of Breckenridge, Texas, this the 7th day of November, 2023.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

EXHIBIT "A"

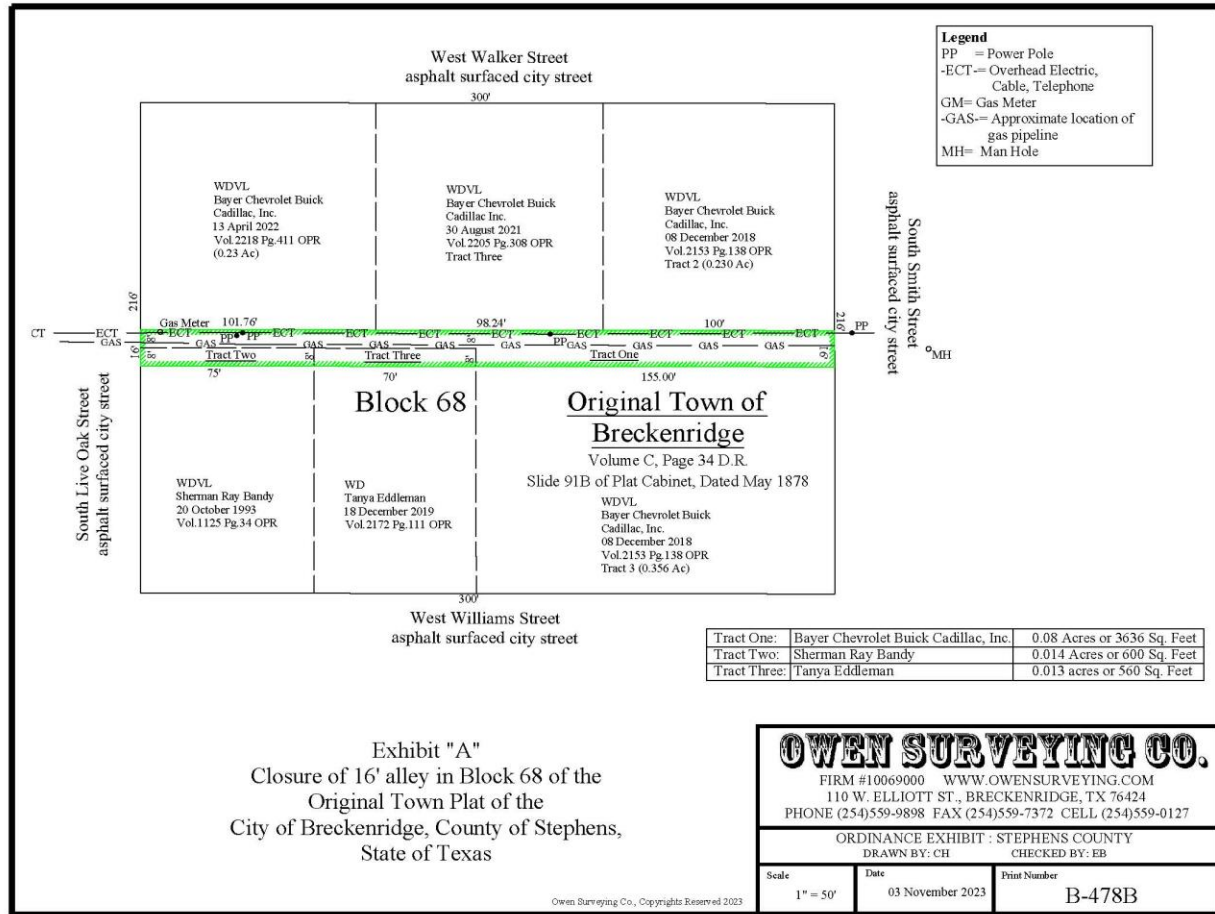


Exhibit "A"
 Closure of 16' alley in Block 68 of the
 Original Town Plat of the
 City of Breckenridge, County of Stephens,
 State of Texas

Owen Surveying Co., Copyrights Reserved 2023

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

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

That the CITY OF BRECKENRIDGE, TEXAS, a Texas home-rule municipality whose mailing address is 105 N. Rose Avenue, Breckenridge, Texas, 76424 (hereinafter “Grantor”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid to Grantor by Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, and CONVEY to SHERMAN RAY BANDY, an individual whose mailing address is 616 W. Williams, Breckenridge, Texas, 76424 (hereinafter “Grantee”) the following property situated in Stephens County, Texas, to-wit (hereinafter, the “Property”):

The portion of the alley in Block 68 of the Original Town of Breckenridge, Texas as further described and identified as Tract Two in the attached **Exhibit “A”**.

THIS CONVEYANCE IS MADE SUBJECT TO all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor; other instruments, other than conveyances of the surface fee estate, that affect the property herein described; and taxes for the year 2023 and subsequent years, which Grantee shall be responsible for.

GRANTOR reserves to Grantor, Grantor’s successors, heirs, and assigns, as an appurtenance to the Property conveyed by this Deed Without Warranty, an easement in, on, and over the Property for water, sewer, and gas pipes, telephone and power lines and poles, and conduits for any other public authority. The easement reserved is perpetual and nonexclusive and is for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation, and inspection of sewer, water, electric, gas, and telephone facilities, and shall run with the land for the benefit of the owners of the lots served or for each agency supplying facilities or providing utility service.

TO HAVE AND TO HOLD all of Grantor’s rights, title, and interest in and to the Property and premises described above unto the said Grantee, its heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

It is specially agreed that Grantee has inspected the property and is aware of its condition and accepts the same “AS IS”. Grantor makes no representations of warranties whatsoever.

CITY OF BRECKENRIDGE, TEXAS

Bob Sims, Mayor

ATTEST:

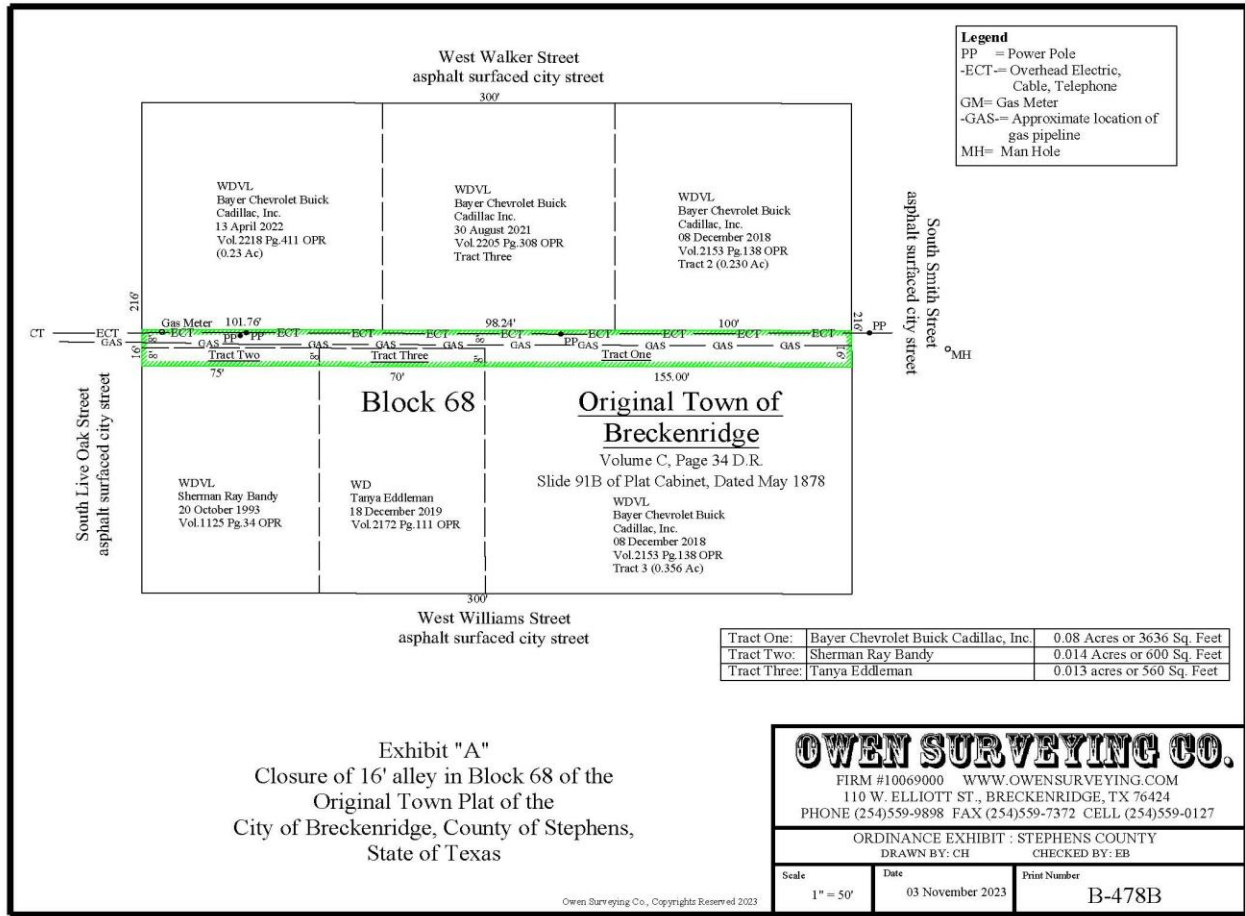
Jessica Sutter, City Secretary

STATE OF TEXAS §
COUNTY OF STEPHENS §

This instrument was acknowledged before me on the _____ day of November 2023, by Bob Sims, as Mayor of the City of Breckenridge, on behalf of said City.

Notary Public, State of Texas

Exhibit "A"



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

STATE OF TEXAS §
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 COUNTY OF STEPHENS §

That the CITY OF BRECKENRIDGE, TEXAS, a Texas home-rule municipality whose mailing address is 105 N. Rose Avenue, Breckenridge, Texas, 76424 (hereinafter "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid to Grantor by Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, and CONVEY to TANYA EDDLEMAN, an individual whose mailing address is 6412 County Road 132, Ranger, Texas, 76470 (hereinafter "Grantee") the following property situated in Stephens County, Texas, to-wit (hereinafter, the "Property"):

The portion of the alley in Block 68 of the Original Town of Breckenridge, Texas as further described and identified as Tract Three in the attached **Exhibit "A"**.

THIS CONVEYANCE IS MADE SUBJECT TO all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor; other instruments, other than conveyances of the surface fee estate, that affect the property herein described; and taxes for the year 2023 and subsequent years, which Grantee shall be responsible for.

GRANTOR reserves to Grantor, Grantor's successors, heirs, and assigns, as an appurtenance to the Property conveyed by this Deed Without Warranty, an easement in, on, and over the Property for water, sewer, and gas pipes, telephone and power lines and poles, and conduits for any other public authority. The easement reserved is perpetual and nonexclusive and is for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation, and inspection of sewer, water, electric, gas, and telephone facilities, and shall run with the land for the benefit of the owners of the lots served or for each agency supplying facilities or providing utility service.

TO HAVE AND TO HOLD all of Grantor's rights, title, and interest in and to the Property and premises described above unto the said Grantee, its heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

It is specially agreed that Grantee has inspected the property and is aware of its condition and accepts the same "AS IS". Grantor makes no representations of warranties whatsoever.

CITY OF BRECKENRIDGE, TEXAS

Bob Sims, Mayor

ATTEST:

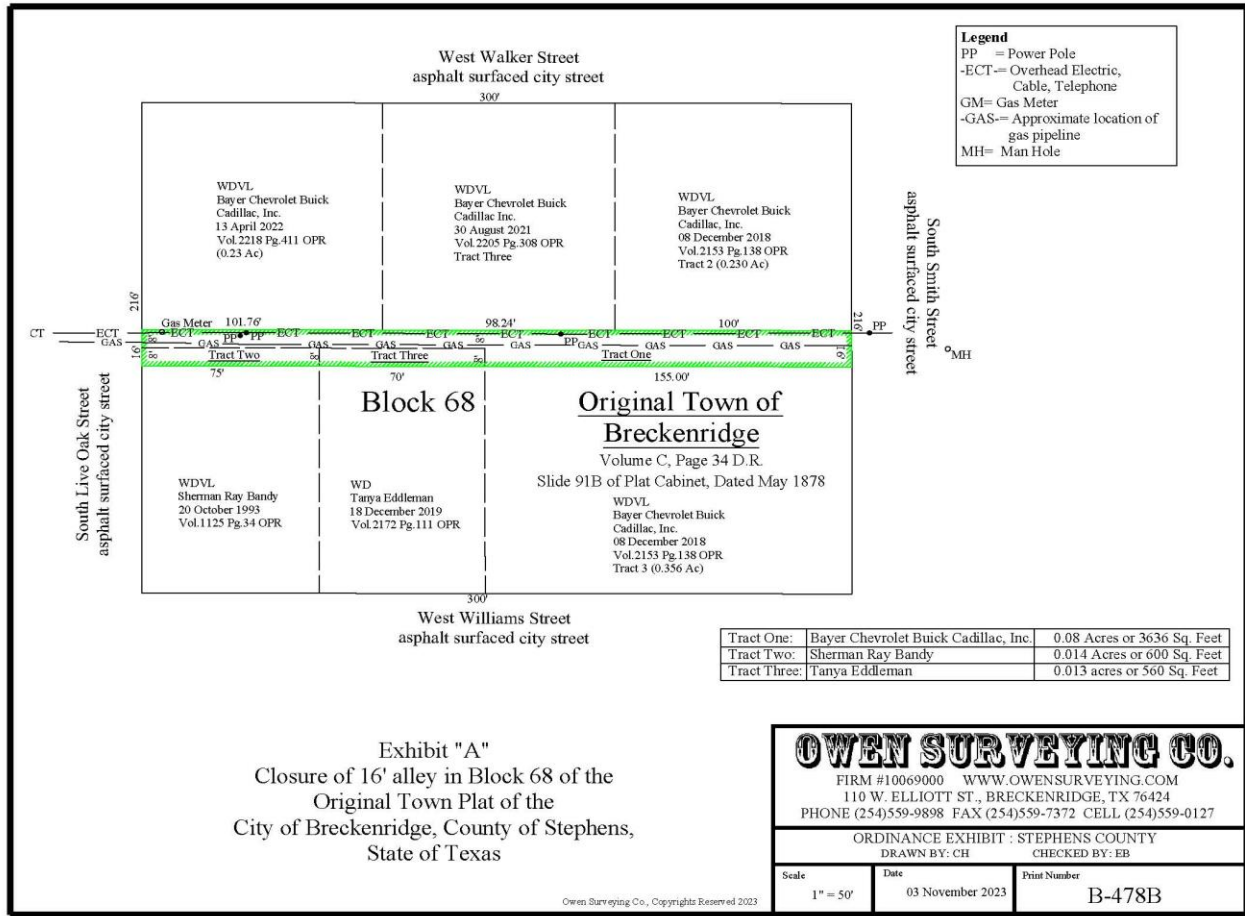
Jessica Sutter, City Secretary

STATE OF TEXAS §
COUNTY OF STEPHENS §

This instrument was acknowledged before me on the _____ day of November 2023, by Bob Sims, as Mayor of the City of Breckenridge, on behalf of said City.

Notary Public, State of Texas

Exhibit "A"



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DEED WITHOUT WARRANTY

STATE OF TEXAS §
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 COUNTY OF STEPHENS §

That the CITY OF BRECKENRIDGE, TEXAS, a Texas home-rule municipality whose mailing address is 105 N. Rose Avenue, Breckenridge, Texas, 76424 (hereinafter "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid to Grantor by Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, and CONVEY to BAYER CHEVROLET BUICK CADILLAC INC., a domestic for-profit corporation whose mailing address is 601 W. Walker Street, Breckenridge, Texas, 76424 (hereinafter "Grantee") the following property situated in Stephens County, Texas, to-wit (hereinafter, the "Property"):

The portion of the alley in Block 68 of the Original Town of Breckenridge, Texas as further described and identified as Tract One in the attached **Exhibit "A"**.

THIS CONVEYANCE IS MADE SUBJECT TO all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor; other instruments, other than conveyances of the surface fee estate, that affect the property herein described; and taxes for the year 2023 and subsequent years, which Grantee shall be responsible for.

GRANTOR reserves to Grantor, Grantor's successors, heirs, and assigns, as an appurtenance to the Property conveyed by this Deed Without Warranty, an easement in, on, and over the Property for water, sewer, and gas pipes, telephone and power lines and poles, and conduits for any other public authority. The easement reserved is perpetual and nonexclusive and is for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation, and inspection of sewer, water, electric, gas, and telephone facilities, and shall run with the land for the benefit of the owners of the lots served or for each agency supplying facilities or providing utility service.

TO HAVE AND TO HOLD all of Grantor's rights, title, and interest in and to the Property and premises described above unto the said Grantee, its heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

It is specially agreed that Grantee has inspected the property and is aware of its condition and accepts the same "AS IS". Grantor makes no representations of warranties whatsoever.

CITY OF BRECKENRIDGE, TEXAS

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

STATE OF TEXAS §
COUNTY OF STEPHENS §

This instrument was acknowledged before me on the _____ day of November 2023, by Bob Sims, as Mayor of the City of Breckenridge, on behalf of said City.

Notary Public, State of Texas

Exhibit "A"

