



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

January 09, 2024 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 January 09, 2024 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

CALL TO ORDER

INVOCATION

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.

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. Upcoming Events

01/15/2024 City Office Closed in observance of Martin Luther King Jr. Day

2. City Business

Departmental Reports

Bad Elf

Public Works Director

3. 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.

4. Consider approval of the December 5, 2023, Regular Commission Meeting minutes as recorded.
5. Request approval of Interlocal agreement with Young County, Texas for the purpose of funding a bond supervision officer

ACTION ITEMS

6. Discussion and any necessary action regarding Ordinance 2024-01 closing remainder of E. Williams
7. Discussion and any necessary action regarding Ordinance 2024-02 adopting Ch. 21, "Water and Sewers", Article IV "Cross Connection Control" to establish cross connection control measures".
8. Discussion and any necessary action regarding updates to the Personnel Policy - On Call Policy (4.09) and Call Back (4.10)
9. Discussion and any necessary action regarding the lease purchase of two backhoes for Public Works
10. Discussion and any necessary action ratifying the lease-purchase agreement with Elite Financing for the purchase of a Vactor Truck through Kinlock and related agreements with Kinlock

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:

Consultation with Attorney

§551.071(1),(2): Consultation with attorney regarding pending or anticipated litigation, or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:

11. Law Enforcement Services

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. Police Chief recruitment

13. Interim Police Chief

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.

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 **6th day of JANUARY 2024**.

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.



DEPARTMENTAL REPORTS

November 2023

105 N. Rose Ave.
Breckenridge, TX 76424
254.559.8287
www.breckenridgetx.gov

Finance

Bank

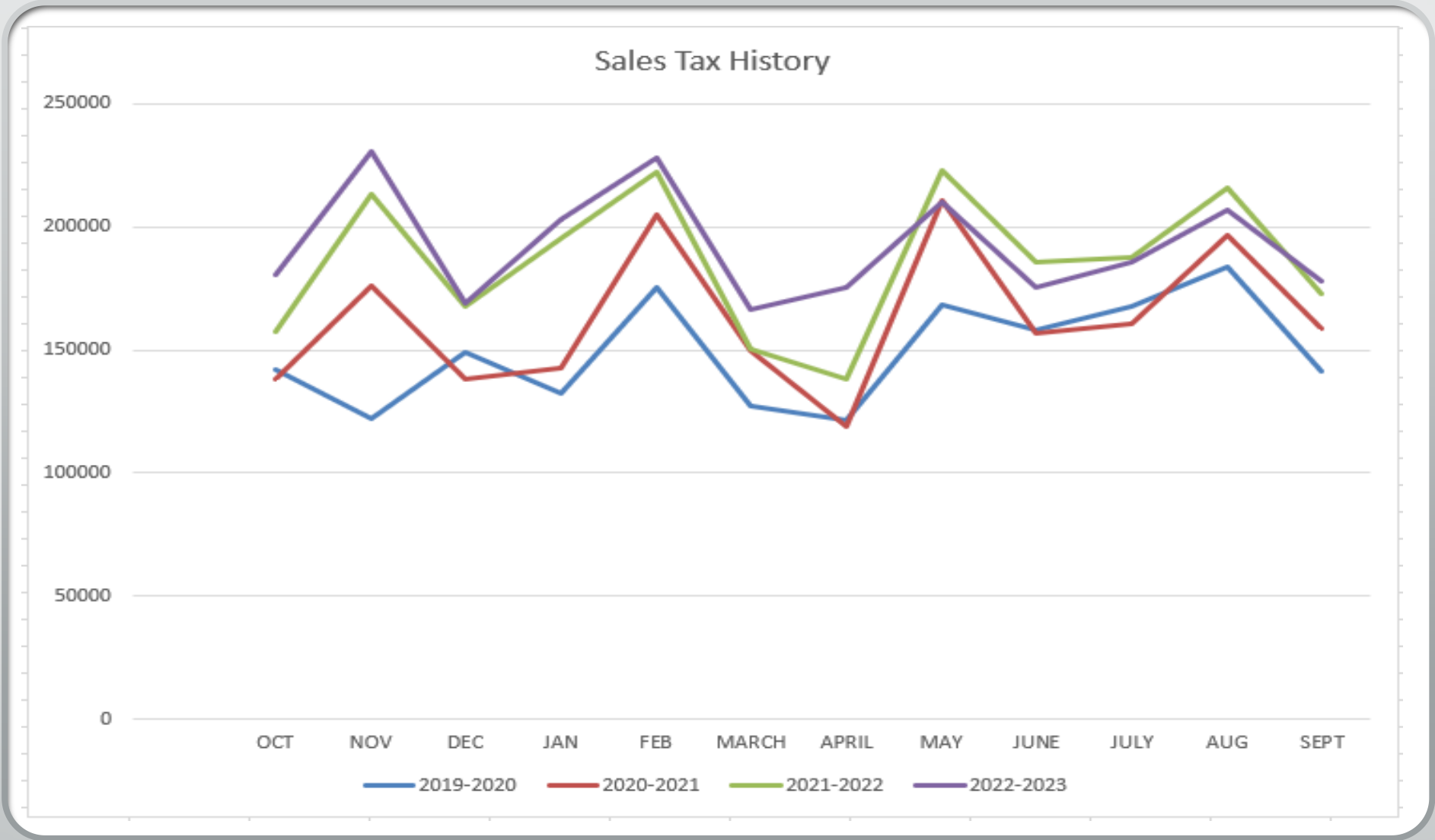
Statement

Balances

	Account Name	Balances as of November 2022	Balances as of November	Item 2.
1001	GENERAL FUND	\$ 761,863.65	\$ 1,170,007.24	
1013	ARSON FUND	\$ 509.89	\$ 509.89	
1014	FEDERAL TAX & LOAN	\$ 79.92	\$ 81.09	
1001	WATER FUND	\$ 1,281,737.91	\$ 1,654,721.39	
1001	WASTEWATER FUND	\$ 692,843.88	\$ 1,112,585.31	
1001	SANITATION	\$ 84,781.72	\$ 12,333.08	
1001	FIRE DEPT. SPECIAL	\$ 12,858.26	\$ 12,222.03	
1001	FORFEITED PROPERTY	\$ 1,251.68	\$ 1,478.46	
1002	PAYROLL FUND	\$ 28,356.13	\$ 33,064.01	
1001	EQUIP. REPLACEMENT FUND	\$ 236,120.36	\$ 369,470.88	
1001	STREET MAINTENANCE	\$ 735,884.27	\$ 97,099.43	
1001	BRECKENRIDGE PARK FUND	\$ 9,227.76	\$ 9,616.16	
1001	POLICE DEPT. SPECIAL	\$ 13,585.32	\$ 13,619.88	
1001	Excess Sales Tax Revenue	\$ 17,595.75	\$ 17,640.48	
1001	Breck Trade Days	\$ 39,342.36	\$ 39,442.42	
1051	CO 2017 A&B Sinking /Rd	\$ 419,034.87	\$ -	
1001	Capital Improvement Project	\$ 582,496.64	\$ 314,068.01	
1058	GENERAL DEBT SERVICE FUND	\$ 1,181,073.12	\$ -	
1001	General Debt Service Fund P/C	\$ -	\$ 200,738.96	
1001	REVENUE DEBT SERVICE FUND P/C	\$ -	\$ 208,000.00	
1025	Rescue Boat Donation	\$ 1,809.26	\$ 1,813.79	
1073	CWSRF LF1001492	\$ 10,046.01	\$ 7,272.82	
1076	CWSRF LF1001492 ESCROW	\$ 1,213,348.66	\$ 1,211,589.24	
1056	CWSRF CO 2022A L1001491	\$ 1.00	\$ 1.00	
1074	CWSRF CO 2022A L1001491 ESCROW	\$ 909,180.98	\$ 948,277.66	
1072	CWSRF CO 2022A L1001426	\$ 1.00	\$ 1.00	
1075	CWSRF CO 2022A L1001426 ESCROW	\$ 1,925,543.67	\$ 2,008,346.09	
1071	DWSRF LF1001495	\$ 1.00	\$ 2.10	
1079	DWSRF LF1001495 ESCROW	\$ 1,320,037.10	\$ 1,325,709.25	
1070	DWSRF CO 2022B L1001493	\$ 1.00	\$ 1.00	
1078	DWSRF CO 2022B L1001493 ESCROW	\$ 1,312,185.11	\$ 1,368,611.83	
1057	DWSRF CO 2022B L1001494	\$ 1.00	\$ 1.00	
1077	DWSRF CO 2022B L1001494 ESCROW	\$ 919,782.69	\$ 959,335.26	
1010	LOGIC CO 2023	\$ -	\$ 8,322,465.45	
	TOTAL - ALL FUNDS	\$ 13,710,581.97	\$ 21,420,126.21	5

Fiscal Year Sales Tax Revenue Received

MONTH RECEIVED	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
OCT	142,235	138,040	157,493	180,530	182,914
NOV	122,415	176,091	213,510	230,739	214,002
DEC	149,000	138,215	167,667	169,037	158,898
JAN	132,144	142,770	195,423	203,137	
FEB	175,232	204,822	222,525	228,165	
MARCH	127,285	149,849	150,395	166,133	
APRIL	121,607	119,118	138,407	175,456	
MAY	168,693	210,823	222,804	210,071	
JUNE	158,145	157,037	185,695	175,128	
JULY	167,474	160,631	187,757	185,736	
AUG	183,855	196,582	215,658	206,710	
SEPT	141,151	158,558	172,552	177,704	
TOTAL	1,789,236	1,952,536	2,229,886	2,308,546	



BUILDING & DEVELOPMENT

Item 2.

NOVEMBER 2023		FY 2023-2024
Permits Issued:		
Building	8	13
Roof	0	1
Fence, windows, siding, etc.	1	1
Sign	2	2
Mobile home	0	0
Certificate of Occupancy	0	1
Electrical	2	11
Plumbing	3	6
Gas line	5	11
Irrigation	0	1
HVAC	0	1
Moving	0	0
Demolition	0	0
Zone change/street closure	0	0
Variance	0	0
Prelim/final plat	0	0
Solicitor/vendor	1	4
Beer/wine/liquor license	0	2
Gaming machine license	0	0
Food Mobile Unit	1	2
Fire alarm	0	0
Fire sprinkler	0	0

CODE ENFORCEMENT

Violations reported to Code Enforcement via email – 0

Violations reported to Code Enforcement via phone – 2

New violations cases opened – 6

Substandard building – 607 E. Hulum

Substandard building – 603 W. Hulum

Substandard building – 706 E. Wheeler

Substandard building – 615 George

Substandard building – 805 W. Walker

Junk vehicle, grass clippings – 1006 N. Liveoak

CODE ENFORCEMENT

Violations closed due to compliance – 3

1006 N. Liveoak – grass clippings removed

406 W. 7th – vehicles moved

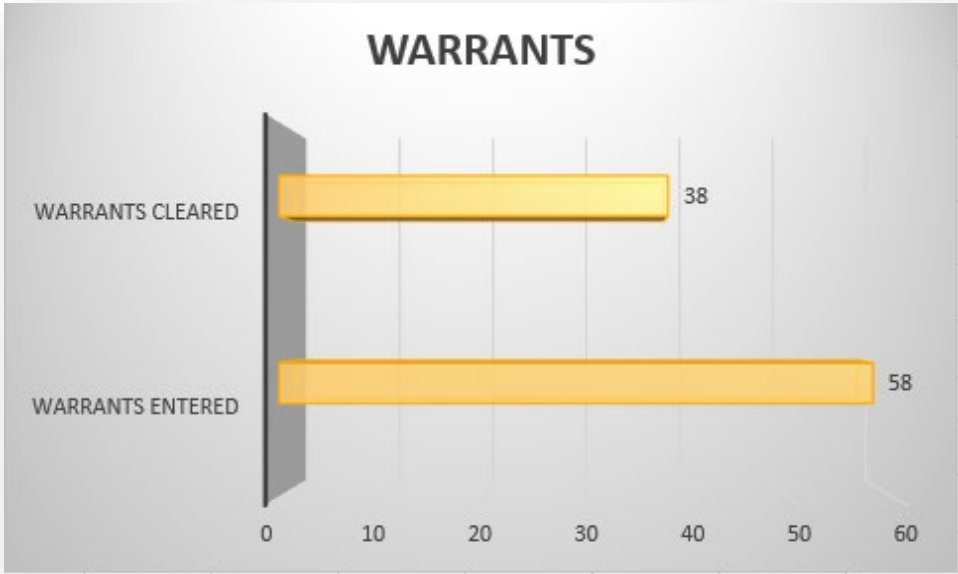
809 N. Rose - mowed

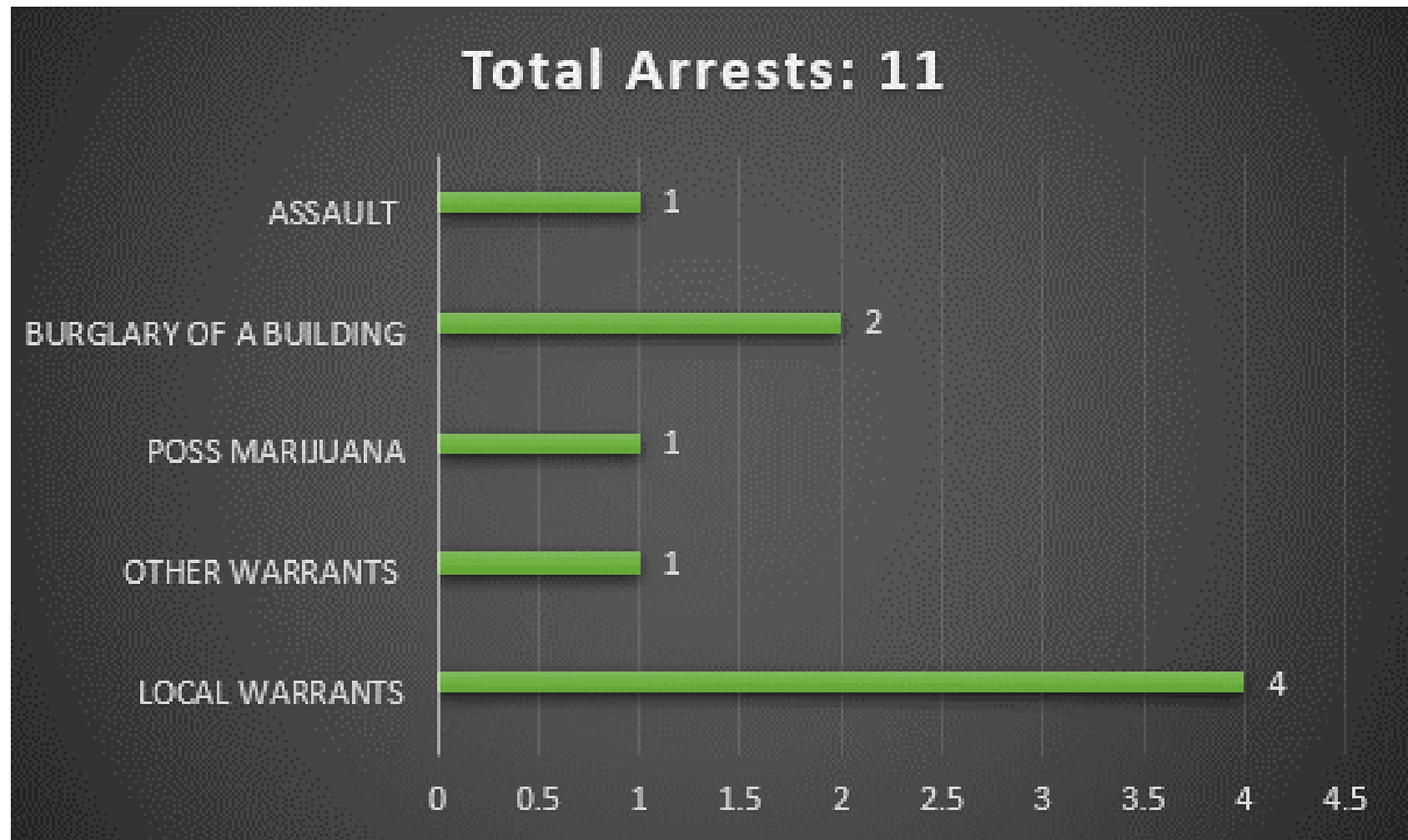
Requested variances for January meeting

1106 W. Wheeler

603 W. 7th







ANIMAL CONTROL

TOTAL CALLS FOR SERVICE

67

CALL TYPES	
Aggressive	2
Bite	1
Carcass	4
Injured / Sick	0
Returned To Owner <u>In</u> Field	23 Dogs / 6 Sheep / 4 Horses
Running At Large	37 Dogs / 4 Horses
Nuisance / Complaint	4
Welfare Check	6
Other	21

SHELTER INTAKE	City	County / H.S.
Stray / Running At Large	5	6
Seized By Law	0	0
Owner Surrender	0	0
Rabies Quarantine Observation	0	0
TOTAL	0	0

ANIMAL CONTROL

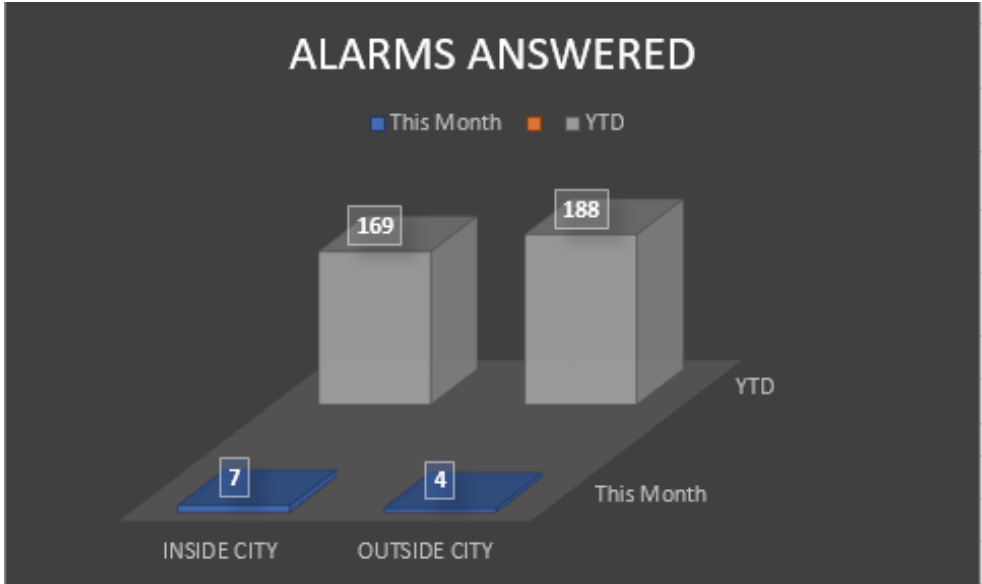
TOTAL CALLS
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67

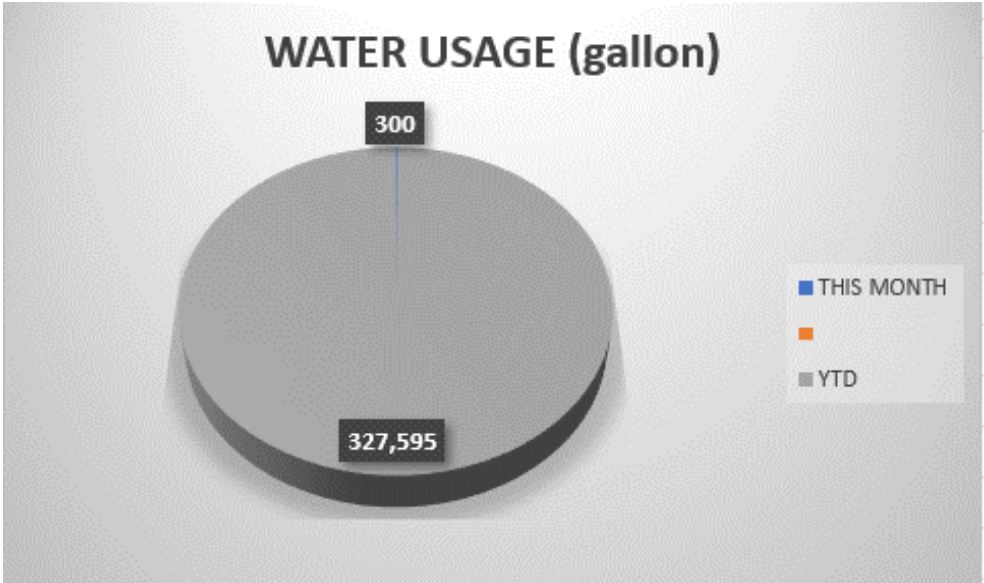
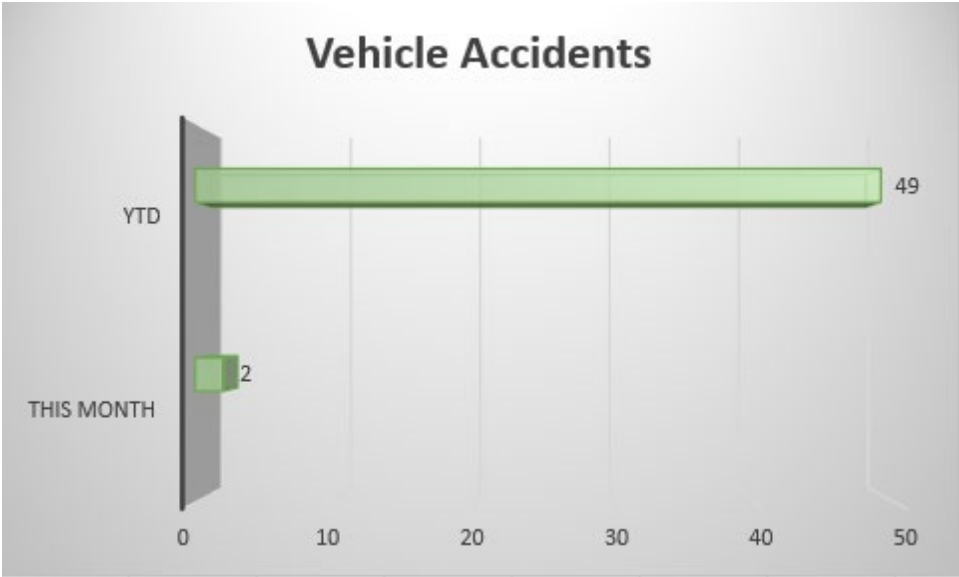
LEFT THE SHELTER		City	County
Adopted From the Shelter		0	
Reclaimed By Owner		3	0
Returned To Owner After Quarantine		0	0
Transferred To Rescue Partner		0	
TOTAL		0	0

RABIES QUARANTINE OBSERVATION		City	County
Home Quarantine		1	
Shelter Quarantine		0	0
TOTAL		0	0

HUMANE EUTHANASIA		Dogs	Cats	Other
Behavioral		2	0	0
Medical		2	0	0
Owner Surrender For Euthanasia		0	0	0
TOTAL		0	0	0

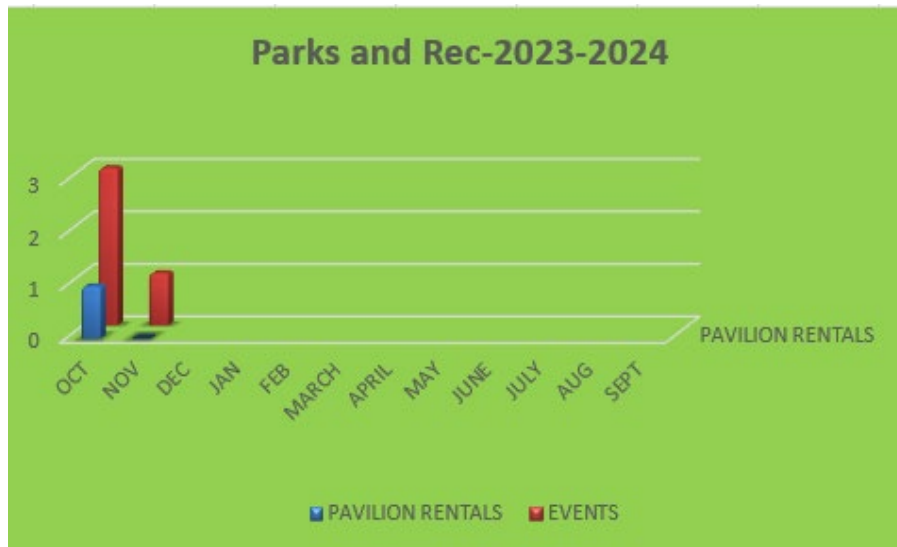






PARKS & CEMETERY





Parks: 0 pavilion rental

1 event: Downtown Tree Lighting

Maintaining all parks

Water issue at the pool--there is a crack in the upper part of the skimmer baskets--getting a quote to have repair made

Put up Christmas Tree

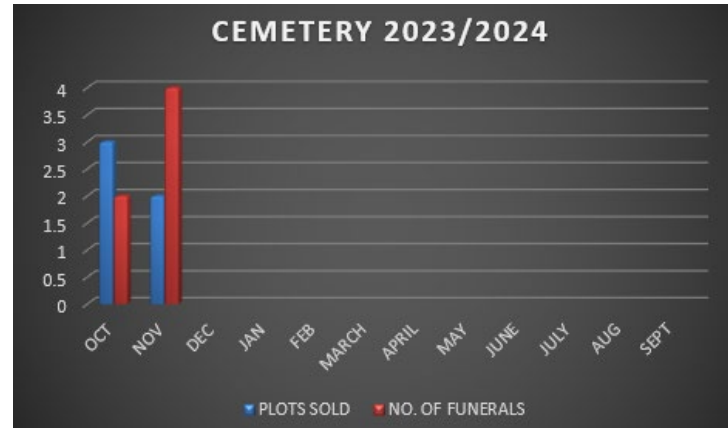
Downtown Christmas Banners

Nativity in park

Christmas lights at the city office.

Cleaned out American Legion after Auction

Repainted Pavilion restroom to cover Graffiti



4 funerals to report

Sold 2 lot spaces for a total of \$1800.00

Mowing, weed eating, and filling graves

Beginning to trim trees

Helping in the Park

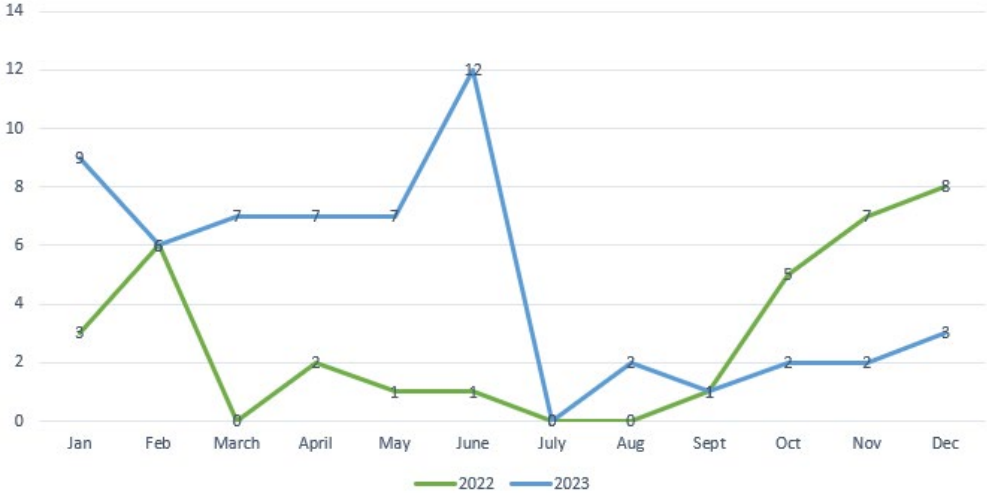
CEMETERY

PUBLIC WORKS



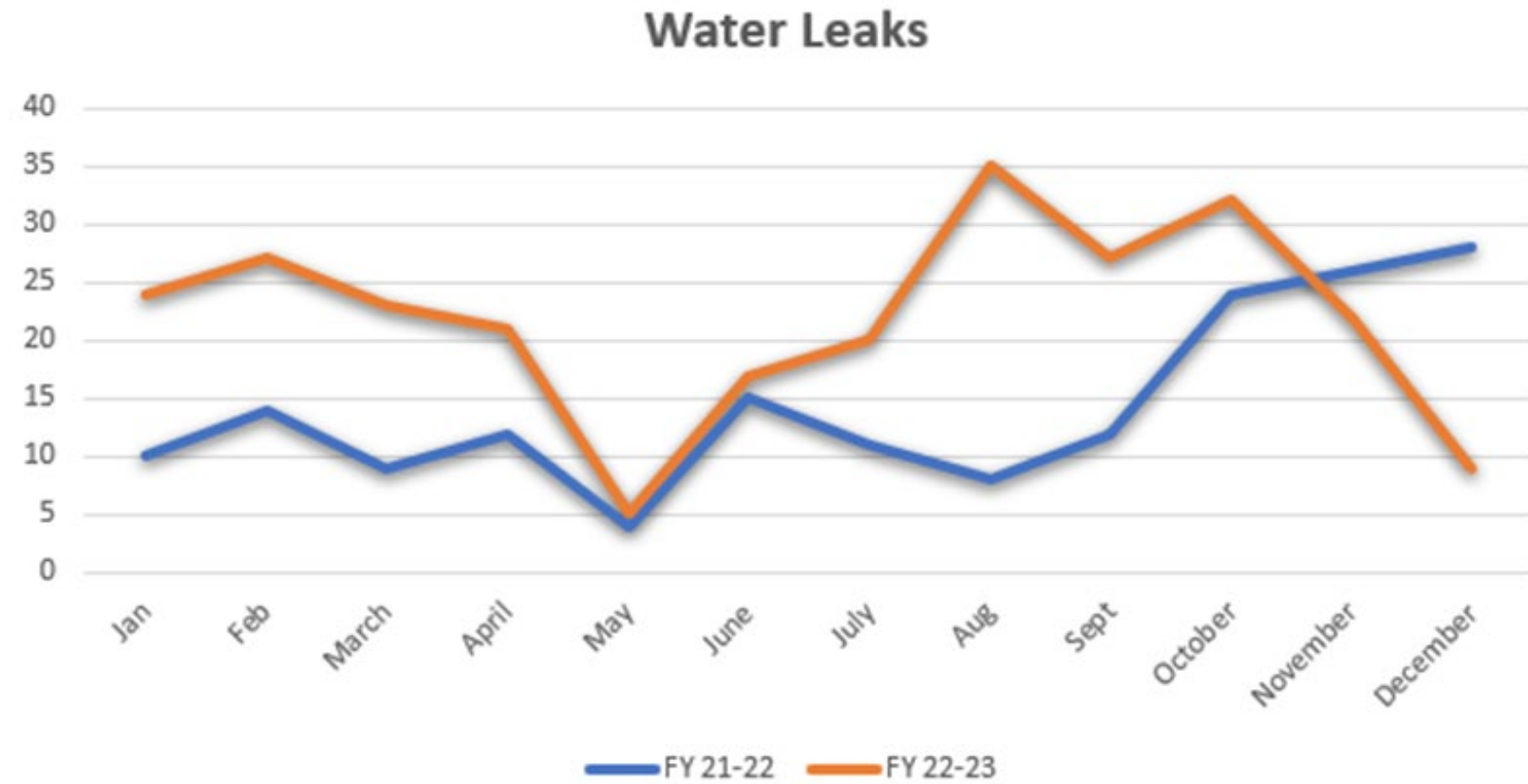
DEPARTMENT

Meter Leak Report



SEWER STOPPAGES







BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of the December 5, 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 December 5, 2023.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Move to approve as presented.

December 5, 2023

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

PRESENT

MAYOR
COMMISSIONER, PLACE 1
COMMISSIONER, PLACE 2
COMMISSIONER, PLACE 3
MAYOR PRO TEM, PLACE 4

BOB SIMS
BLAKE HAMILTON
ROB DURHAM
VINCE MOORE
GARY MERCER

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

CYNTHIA NORTHROP
JESSICA SUTTER
EILEEN HAYMAN
STACY HARRISON
MALCOLM BUFKIN
TODD HENDERSON
BACEL CANTRELL

CALL TO ORDER

Mayor Sims called the meeting to order at 5:30 p.m.

Invocation led by Sam Chambers of First Methodist Church

PLEDGE OF ALLEGIANCE

OPEN FORUM

Gary Trammell on behalf of Bethel Baptist Church who is trying to get a clear title to their property. A portion of the property is owned by the City of Breckenridge. Requesting the City to complete a Deed without warranty for that portion of land and allow Bethel Baptist Church to maintain the property.

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

1. Presentation of Service Pin Awards

City Manager Cynthia Northrop presented service awards to Stacy Harrison (30 Years), Christi Tidrow (15 Years), Scott Bills (15 Years), Wesly Duggan (15 Years), Shelby Buckhalter (10 Years), Chad Skiles (10 Years), Darrell Smith (5 years).

No Action Taken.

STAFF REPORT

City Manager

2. City Business

Street Maintenance Tax Election

Reschedule the January 2nd Commission meeting to January 9th

Department Head Reports

3. Upcoming Events

12/9 Christmas Parade

12/21 Bulk Pickup

12/25 City Offices closed.

12/26 City Offices closed.

01/01 City Offices closed.

Police Chief

4. Employee of the Month Presentation-Emily Grenko

No Action Taken

CONSENT AGENDA

5. Consider approval of the November 7, 2023, Regular Commission Meeting minutes as recorded.

Commissioner Moore made a motion to approve consent agenda item 5 as presented.
Commissioner Durham seconded the motion. The motion passed 5-0

PUBLIC HEARING ITEMS

Mayor Sims opened the Public Hearing at 5:48 P.M.

6. Public Hearing regarding request to rezone the property at 611 E. Walker (American Legion Building) – East Breckenridge Addition, Block B, Lot 5 & 6, in Breckenridge, Texas from R1 (Single Family Dwelling District) to C2 (Community Business District).

No Speakers

Mayor Sims closed the Public Hearing at 5:49 P.M.

ACTION ITEMS

7. Discussion and any necessary action regarding Ordinance 23-21 to rezone the property at 611 E. Walker (American Legion Building) – East Breckenridge Addition, Block B, Lot 5 & 6, in Breckenridge, Texas from R1 (Single Family Dwelling District) to C2 (Community Business District).

City Manager Cynthia Northrop explained that the property located at 611 E. Walker, The American Legion building is currently a city-owned property that is zoned as R1, Single Family Dwelling District), The City has accepted a bid to sell the property. The buyer has requested a rezone of the property to the Community Business District. The nearby businesses in the area are zoned comparably. The Planning and Zoning Commission met on Monday, December 4, 2023, and took action to recommend approval of the request.

Commissioner Hamilton moved to approve P&Z recommendation to approve Ordinance 23-21 rezoning for 611 E. Walker from R1 to C2. Commissioner Moore seconded the motion. The motion passed 5-0.

8. Discussion and any necessary action approving BEDC request to improve city property and create a parking lot at the corner of Elm and Court

The property at the corner of Elm and Court is a city-owned property that is the remaining foundation of a building that burned down. The BEDC would like to fund the cost of converting that property into a parking lot by removing debris, adding an entrance off Court Street, and stripping for approximately ten parking spaces.

Commissioner Hamilton moved to approve the BEDC recommendation for improvements and converting the property into a parking lot. Commissioner Durham seconded the motion. The motion passed 5-0.

9. Discussion and any necessary action regarding renewal of contract with Chamber of Commerce for HOT Funds

City Manager Northrop stated the City has contracted with the Chamber of Commerce over the past several years to transfer hotel/motel occupancy funds received to promote tourism. This is a renewal of the current contract.

Commissioner Moore moved to approve the Chamber of Commerce HOT funds contract. Commissioner Hamilton seconded the motion. The motions passed 5-0.

10. Discussion and any necessary action regarding Ordinance 23 – 20; closing Dyer Street between N. Miller and N. Live Oak

City Manager Northrop explained that Dyer Street between North Miller and North Live Oak has not been a through street for over 30 years. When the city advertised 210 N. Smith for sale a survey was completed that shows the 80-foot-right-of-way is still in existence. To complete the sale of the property and correct documentation staff is recommending to close Dyer Street between North Miller and North Live Oak and deed the property over equally to

the abutting property owners; BISD, Shady Tree Apartments, and The City of Breckenridge. The Planning and Zoning Commissioners met on Monday, December 4, 2023, and approved recommending approval.

Commissioner Durham made a motion to approve Ordinance 23-20, closing Dyer between N. Miller and N. Live Oak, and conveyance of the right-of-way to the abutting property owners. Commissioner Moore seconded the motion. The motion passed 5-0.

11. Discussion and any necessary action regarding final reconciliation and acceptance of the FM 3099 Utility Relocation Construction Project.

Sage Diller with Enprotech/Hibbs & Todd, Inc. addressed commissioners stating that this is the final reconciliation of the project. It increases the contract price by \$4,103.00 to a final contract price of \$513,569.00. Both city staff and engineers have done a final walk-through of the project, and they are recommending acceptance of the project contingent on receiving acceptable as-builts.

Commissioner Moore moved to approve final reconciliation, Pay App 5, and acceptance of the FM 3099 Utility Relocation Construction Project contingent upon receiving acceptable as- builts. Commissioner Durham seconded the motion. The motion passed 5-0.

12. Discussion and any necessary action regarding Ordinance 23-22 to remove the requirement that the Planning and Zoning Commission make recommendations regarding streets.

City Manager Northrop explained that our current Ordinances require Planning and Zoning to make recommendations to the City Commission regarding proposed street closures. This is not a requirement in most cities. To streamline the process, staff are recommending updating the City Ordinance that would remove this requirement.

Commissioner Durham moved to approve Ordinance 23-22 as presented. Commissioner Hamilton seconded the motion. The motion passed 5-0.

13. Discussion and any necessary action regarding request from lien holder on previously approved declaration of substandard building and Order to Abate at 213 Pembroke.

This item was discussed during the executive session. After the executive session was concluded and the Commissioners reconvened into open session, Commissioner Moore moved to approve the request of lien holder to extend order to abate to February 6, 2024, and to submit timeline and progress reports to the City Manager. Commissioner Hamilton Seconded the Motion. The motion passed 5-0.

EXECUTIVE SESSION

Sec. 551.071, Consultation with Attorney (to seek the advice of its attorney about pending or contemplated litigation or a settlement offer or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act): 213 Pembroke.

Sec. 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) and Sec. 551.071(2), Consultation with Attorney (to see the advice of its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act): Chief of Police.

RECONVENE INTO OPEN SESSION

Mayor Sims reconvened into open session at 7:22 P.M.

Commissioner Hamilton moved to accept the resignation of the Chief of Police effective February 1, 2024. Commissioner Moore Seconded the motion. The motion passed 4-1 with Commissioner Durham voting Nay.

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, Mayor Sims adjourned the regular session at 7:25 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Request approval of Interlocal agreement with Young County, Texas for the purpose of funding a bond supervision officer

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The proposed agreement is between Young County, Stephens County, City of Graham, City of Olney, and Breckenridge. The purpose of the agreement is to cost share an employee position that manages the supervision of probationers within our jurisdiction. The commission previously approved the same agreement and began participation during FY 2021 at the requested funding amount of \$7,500. The Chief Probation Officer of the 90th Judicial District Court is the responsible party for hiring and supervising the position.

The ILA further states that if revenue for an annual term exceeds the projected revenue by \$5,000, a proportionate amount will be refunded to the entities. Chief Cantrell stated the program has been beneficial to the department, and it is an asset for our city to continue participating in the program.

FINANCIAL IMPACT:

This was a budgeted expense.

STAFF RECOMMENDATION:

Consider approval of lease/purchase and authorize the City Manager to execute the documents.

INTERLOCAL COOPERATION FUNDING AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between Young County, Texas, The City of Graham, The City of Olney, Stephens County and The City of Breckenridge, all political subdivisions of the State of Texas.

RECITALS

WHEREAS, Chapter 17 of the Texas Code of Criminal Procedure sets forth certain restrictions on those who are released on bond;

WHEREAS, it is in the interest of all citizens of Young and Stephens Counties and the communities therein to see that those released on bond are supervised in accordance with the court-ordered restrictions;

WHEREAS, The County of Young, The City of Graham, The City of Olney, City of Breckenridge and Stephens County, Texas mutually desire that those released on bond are supervised by a Bond Supervision Officer in accordance with the court-ordered restrictions;

WHEREAS, Chapter 791, (3) (n), Texas Government Code, allows for the cooperation of local governments to contract for services that the contracting parties have a mutual interest in;

NOW, THEREFORE, Young County, Texas, The City of Graham, The City of Olney, Stephens County, Texas and City of Breckenridge for the mutual consideration stated herein, agree and understand as follows:

AGREEMENTS

1. Young County, Texas shall create the Department of Bond Supervisions and be the employing agency of a Bond Supervision Officer. All requirements necessary for a Young County Employee must be met

Commissioners Court Minutes
9-23-23
 Exhibit M
 Page 1

in accordance with hiring policies of Young County, Texas. The Bond Supervision Officer will follow the personnel policies of Young County, Texas and other policies and procedures as maybe promulgated by the supervising officer with advice and consent of Young County Commissioners Court.

2. The Chief Probation Officer for the 90th Judicial District Court shall conduct interviews and recommend hiring of the Bond Supervision Officer subject to such opening as may become necessary to fill with advice and consent of Young County Commissioners Court.
3. The Chief Probation Officer of the 90th District shall be the immediate supervisor of the Bond Supervision Officer, following the guidelines set forth of the 90th Judicial District Court.
4. The department and position are created under the authority of the Commissioners Court of Young County, Texas and the employee is an employee of said county subject to the policies and procedures in place or as may be prescribed, added, modified or amended by Young County Commissioners Court. All fringe benefits ordinary to an employee of Young County shall be provided by Young County according to Young County policy.
5. All fees collected by the Bond Supervision Officer will be used for the offset of expenses of the department. These funds shall be deposited with the Treasurer of Young County, Texas and credited to the proper fund according to the Texas Local Government Code, Title 4, Subtitle B.
6. The City of Graham, Texas, The City of Olney, Texas, Stephens County, Texas and the City of Breckenridge, Texas each agree to provide funding to Young County in amounts set as fixed portions for each contributing entity for the fiscal year **2024** and may be adjusted for each fiscal year thereafter by agreement of the governmental bodies. A fiscal year shall begin October 1, and shall end September 30th of the year next following. These funds shall be deposited with the Treasurer of Young County, Texas and credited in accordance with the laws and regulations of Texas Local Government Code, Title 4, SubTitle B. Funding as follows shall be due on or before **January 15th, 2024**.

- City of Graham, Texas ----- \$12,500.
- Young County ----- \$9,250.
- City of Breckenridge ----- \$7,500.
- Stephens County, Texas ----- \$7,000.
- City of Olney, Texas ----- \$4,000.

Provided however, if revenues for any annual term exceed projected revenues by more than \$5,000.00, such overage shall be refunded back to each entity in their proportionate part.

7. The Term of this Funding Agreement is for one year (12 months) beginning **October 1, 2023 and ending September 30, 2024** and may be extended for each additional 12 month period as a subsequent term. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein, and may not be modified or amended except by written agreement.
8. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
9. This Agreement shall be construed in accordance with the laws of the State of Texas, and venue for all purposes hereunder shall be Young County, Texas.
10. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.
11. This agreement is not intended to extend the liability of the parties beyond that provided by law. The Parties do not waive any immunity or defense that would otherwise be available to it against claims by third parties.

Commissioners Court Minutes

Exhibit 17
Page 3

12. Any notices required under this Agreement will be sent to the following:

- a. Young County Judge
516 Fourth Street Room 108
Graham, Texas 76450
- b. City Manager City of Graham
612 Elm Street
Graham, Texas 76450
- c. City Manager City of
Olney
P.O. Box 546
Olney, Texas 76374
- d. Stephens County Judge
200 W. Walker
Breckenridge, Texas 76424
- e. City Manager City of Breckenridge
1054 N. Rose
Breckenridge, Texas 76424

13. The Chief Probation Officer shall promulgate the operation, procedures and rules for the Bond Supervision Officer to be approved by the 90th District Court with advice and consent of the Commissioners Court of Young County, Texas.

Commissioners Court Minutes
9-25-23

Exhibit M

Page 4

APPROVED BY THE CITY COUNCIL OF BRECKENRIDGE, TEXAS
In a meeting of the court This _____ Day of _____ 2023 and executed by its
authorized representative.

CITY OF BRECKENRIDGE, TEXAS

By: _____

Title: _____

ATTEST:

Title: _____

Young County

INVOICE

516 4th St, Ste 103
Graham, TX 76450
940-549-1786 (Phone) 940-549-4266 (Fax)

DATE: November 28, 2023

Bill To:

City of Breckenridge
1054 N. Rose
Breckenridge, TX 76424
254-559-8287

DESCRIPTION	AMOUNT
Re: Bond Supervision Officer	\$ 7,500.00
as per Executed Contract	
for Oct 1 2023 - Sept 31, 2024	
Remit Payment to:	
Young County Treasurer	
PO Box 487	
Graham, TX 76450	
TOTAL	\$ 7,500.00

Make all checks payable to Young County

If you have any questions concerning this invoice, Cheryl Roberts, 940-549-1786,
c.roberts@youngcounty.org

THANK YOU FOR YOUR BUSINESS!



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Ordinance 2024-01 closing remainder of E. Williams

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Ordinance 91-13 closed portions of Butte and Williams on the east side and south side of the American Legion Building as the building itself was in the right-of-way of both Butte and Williams.

When we recently sold the American Legion building, we obtained a survey to ensure a clean and smooth sales process. It was discovered that there is a portion of the right-of-way (of W. Williams) that was inadvertently left out of the legal description in Ordinance 91-13.

This proposed ordinance will close the remaining portion that was originally intended to be closed by Ordinance 91-13.

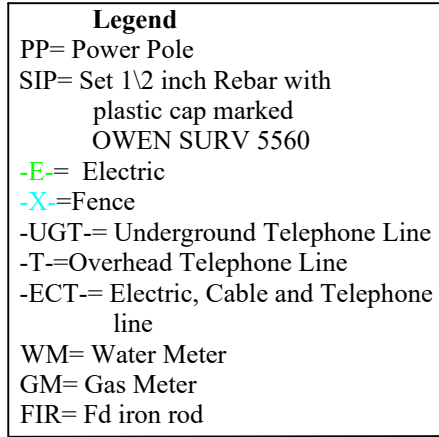
See attached Ordinance 91-13, map, and the survey. The portion that was inadvertently left out is outlined in red and the metes and bounds are described in Tract Two (200 square feet).

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of Ordinance 2024-01, closing portion of E. Williams that was inadvertently left out of Ordinance 91-13.



NOTE:
 Adjoining tract data is for informational purposes only and does not represent a complete survey of those lands. Possible conflicts in adjoining property lines may arise from a current survey of those parcels.
 This plat represents a survey of the boundaries and improvements of the parcels cited in request for survey.

This plat and its accompanying field notes, which have been digitally saved, are the exclusive proprietary assets of this surveyor and Owen Surveying Company and therefore all rights for its use are hereby reserved. Any alteration or changes to the original digital copy which is not authorized in writing by this surveyor and Owen Surveying Company is strictly prohibited. Any Alteration to any digital copy of this plat or field notes, whether made by this surveyor or Owen Surveying Company and Owen Surveying Company are not liable for any document that has been altered by any means from its original which was signed, approved and provided by this surveyor and company to its customer. This surveyor and Owen Surveying reserve the right to seek independent legal redress and demand damages for any individual or company making any unauthorized alterations or changes to the original document or any person or company intentionally making use of a document that is known to have unauthorized alterations. If any person becomes aware or has knowledge of any unauthorized alteration or use of this plat or field notes, then that person shall promptly notify this surveyor or Owen Surveying of such unauthorized alteration or use or alteration or that person shall become liable for the unauthorized use.

NAD83 NCTZ Grid Bearings.

**ERIC BRENNAN, TEXAS
REGISTERED PROFESSIONAL
LAND SURVEYOR
NUMBER 5560**

Scale: 1" = 20'	Date: 07 December 2023	Print Number B - 480B
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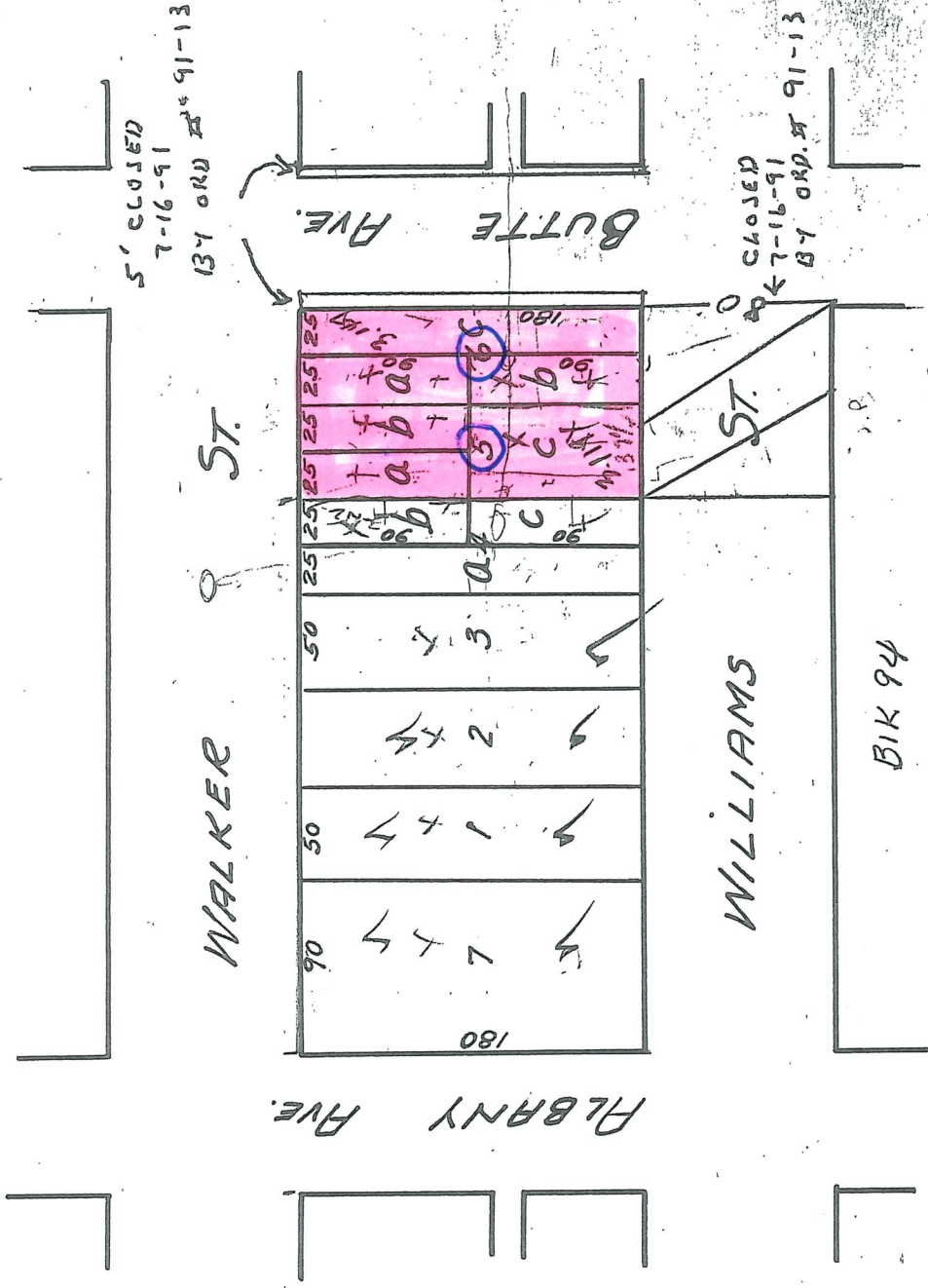
Owen Surveying Co., Copyrights Reserved 2023

Page No. _____

ASSESSOR'S BLOCK BOOK

Subdivision or Addition EAST BRECKENRIDGE

Scale 1" 100 ft.



This one is
Correct.
American Legion
Lot 5.4
Blk B

AN ORDINANCE CLOSING THAT PORTION OF EAST WILLIAMS STREET LYING SOUTH OF LOTS 5 AND 6, BLOCK B, EAST BRECKENRIDGE ADDITION AND THE EAST AND WEST FIVE FEET OF SOUTH BUTTE BETWEEN BLOCKS B AND C, EAST BRECKENRIDGE ADDITION TO THE CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS.

WHEREAS, Article 1175 (18) of the Revised Civil Statutes of Texas and Section 11 of Article 3 of the Home Rule Charter of the City of Breckenridge, Texas, authorizes the City to abandon, close or relocate alleys and streets; and,

WHEREAS, Section 14 of Article 4 of the Charter of the City of Breckenridge, Texas, vests all powers of the City in the City Commission; and,

WHEREAS, the City Commission finds that it is to the best interest and general welfare of the people of the City of Breckenridge, Texas, that a portion of East Williams south of Lots 5 and 6, Block B, East Breckenridge Addition and the east and west five feet of South Butte between Blocks B and C, East Breckenridge Addition to the City of Breckenridge, Stephens County, Texas, be closed as hereinafter provided;

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

Section 1. That the following portion of East Williams Street south of Lots 5 and 6, Block B, East Breckenridge Addition and the east and west five feet of South Butte between Blocks B and C, East

VOL 1007 PAGE 42

Breckenridge Addition to the City of Breckenridge, Stephens County, Texas, be and same are hereby abandoned, closed and vacated as a public street.

Section 2. IT IS FURTHER ORDAINED that the strips of land described in Section 1 hereof which have been closed and vacated as a portion of East Williams Street and South Butte Street shall revert to and become the property of the abutting property owners.

PASSED AND APPROVED this 16th day of July, 1991, at a regular meeting of the City Commission by the following vote:

COMMISSIONERS VOTING "AYE": CONNALLY, COOPER, CURRY, THOMPSON

COMMISSIONERS VOTING "NAY": NONE


COMMISSIONERS ABSTAINING: NONE

COMMISSIONERS ABSENT: GRIFFITH


JOHN H. CONNALLY, MAYOR



ATTEST:


ERNEST CITY SECRETARY

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS CLOSING, VACATING, AND ABANDONING A TWO HUNDRED SQUARE FOOT PORTION OF EAST WILLIAMS STREET OF THE EAST BRECKENRIDGE ADDITION; PROVIDING FOR CONVEYANCE OF SAID ABANDONED STREET 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, on July 16, 1991, the City Commission of the City of Breckenridge (the “City Commission”) adopted Ordinance No. 91-13 to, in part, close a portion of East Williams Street south of Lots 5 and 6, Block B, East Breckenridge Addition;

WHEREAS, the City has recently sold Lots 5 and 6, Block B, East Breckenridge Addition and conveyed that property in addition to the street property closed by Ordinance No. 91-13, but a recent survey has found that a two hundred square foot portion of East Williams Street was not closed by Ordinance No. 91-13;

WHEREAS, City staff has proposed to close this two hundred square foot portion of East Williams Street in the East Breckenridge Addition (the “Street Property”) and to convey it to the owner of the adjacent property recently sold by the City; and

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

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. Street Abandoned. The following street property is hereby closed, vacated, and abandoned:

All that certain 200 square foot tract or parcel of land situated in the City of Breckenridge in the northwest quarter of Section 9 of the Lunatic Asylum Lands, original grantee and patentee Stephens County, Abstract Number 165, patent filed 12 June 1877, and recorded in volume B page 389 of the Deed Records of the County of Stephens State of Teas, and said tract being part of East Williams Street of the East Breckenridge Addition, according to the plat of the same filed 07 March 1921, originally filed in volume 197 page 654 of the Deed Records of said Stephens County, and said plat now located in the Plat Cabinet in Slide 9A of the Plat Records of said Stephens County, and said tract being identified as Tract Two in, and being more particularly described by, the survey plat attached as Exhibit “A” and metes and bounds description attached as Exhibit “B”.

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

SECTION 5. Extent of Abandonment. The abandonment, vacation, and closure provided for herein shall extend only to the public right, title, easement, and interest, and shall be construed to extend only to that interest which the City may legally and lawfully abandon, vacate, and close, and may be subject to recorded reversionary interests.

SECTION 6. Release of Easements. All public easements and rights-of-way on the Street Property are hereby released.

SECTION 7. Conveyance. The City Secretary is authorized and directed to 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 to the Street Property to the property owner abutting said Street Property.

SECTION 8. Savings/Repealing Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon its adoption by the City Commission.

DULY PASSED AND APPROVED by the City Commission of the City of Breckenridge, Texas, this the 9th day of January, 2024.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

EXHIBIT "B"

OWEN SURVEYING CO.

P. O. BOX 336, BRECKENRIDGE, TX 76424

MICHAEL DAVIS,
PRESIDENT
OFFICE 254-559-9898
FAX 254-559-7372

ERIC BRENNAN, RPLS #5560

Firm Number 10069000
www.owensurveying.com

METES AND BOUNDS DESCRIPTION**Tract Two - 200 Square Foot Tract****Page 1 of 2**

All that certain 200 square foot tract or parcel of land situated in the City of Breckenridge in the northwest quarter of Section 9 of the Lunatic Asylum Lands, original grantee and patentee Stephens County, Abstract Number 165, patent filed 12 June 1877, and recorded in volume B page 389 of the Deed Records of the County of Stephens State of Texas, and said tract being part of East Williams Street of the East Breckenridge Addition, according to plat of the same filed 07 March 1921, originally filed in volume 197 page 654 of the Deed Records of said Stephens County, and said plat now located in the Plat Cabinet in Slide 9A of the Plat Records of said Stephens County, and being more particularly described as follows;

COMMENCING at a set MAG nail rebar on the south line of said East Walker Street, 5 feet east of the northeast corner of said Block B, said nail being the northeast corner of the west 5 feet of said South Butte Avenue as described and closed by City Ordinance No. 91-13, City of Breckenridge, approved 16 July 1991, filed 17 July 1991, and recorded in volume 1007 page 41 of said deed records said City ordinance, said nail also having NAD83 NCTZ grid coordinates of N-6957953.03, E-1847395.71;

THENCE: South 00 degrees 00 minutes 29 seconds West, with the east line of the west 5 feet of said South Butte Avenue, a distance of 180.00 feet to a set 1/2 inch rebar on the north line of said Williams Street for the **POINT OF BEGINNING** and the northeast corner of the tract being described herein;

THENCE: South 00 degrees 00 minutes 29 seconds West, a distance of 40.00 feet to a set railroad spike in the center of said Williams Street for the southeast corner of this tract, from said spike a found 5/8 inch rod bears South 87 degrees 09 minutes 33 seconds East, a distance of 1.37 feet;

THENCE: North 89 degrees 59 minutes 31 seconds West, with the center of said William Street, a distance of 5.0 feet to a set railroad spike on the east line of said Butte Street for the southwest corner of this tract;

O:\Field Notes\Breckenridge Town Lots\B-480B Blk B Lots 5 and 6 of the East Breckenridge Addition.rtf

EXHIBIT "B"**Tract Two - 200 Square Foot Tract**
Page 2 of 2

THENCE: North 00 degrees 00 minutes 29 seconds East, with the east line of another tract as described in said City ordinance, and with the west line of said Butte street, a distance of 40.00 feet to a point in a brick building for the northwest corner of this tract, said point being the southeast corner of said Block B;

THENCE: South 89 degrees 59 minutes 31 seconds East, and passing at 1.1 feet the edge of said building, and continuing on said course a total distance of 5.00 feet to the **POINT OF BEGINNING** and containing 200 square feet of land.

NAD83 NCTZ Grid Bearings.



Eric Brennan, Texas Registered
Professional Land Surveyor
Number 5560
Dated 07 December 2023

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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

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

Date: January __, 2024

Grantor: City of Breckenridge, a Texas home rule municipality

Grantor's Mailing Address: 105 N. Rose Avenue, Breckenridge, TX 76424

Grantee: Rodgers Investment Properties LLC, a Texas limited liability company

Grantee's Mailing Address: 125 W. Walker Street, Breckenridge, TX 76424

Consideration: Ten and No/100 Dollars (\$10.00) and other valuable consideration.

Property (including any improvements):

All that certain 200 square foot tract or parcel of land situated in the City of Breckenridge in the northwest quarter of Section 9 of the Lunatic Asylum Lands, original grantee and patentee Stephens County, Abstract Number 165, patent filed 12 June 1877, and recorded in volume B page 389 of the Deed Records of the County of Stephens State of Teas, and said tract being part of East Williams Street of the East Breckenridge Addition, according to the plat of the same filed 07 March 1921, originally filed in volume 197 page 654 of the Deed Records of said Stephens County, and said plat now located in the Plat Cabinet in Slide 9A of the Plat Records of said Stephens County, and said tract being identified as Tract Two in, and being more particularly described by, the survey plat attached as Exhibit "A" and metes and bounds description attached as Exhibit "B".

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral leases, and water or wind interests

outstanding in persons other than Grantor, and other instruments, other than conveyance of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any state of facts that an accurate survey of the Property would show; and taxes for the year 2023 and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold the Property, together with all and singular, the rights and appurtenances thereto in anywise belonging, 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 or warranties whatsoever.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this _____ day of January, 2024.

CITY OF BRECKENRIDGE

Cynthia Northrop, City Manager

STATE OF TEXAS §
COUNTY OF STEPHENS §

This instrument was acknowledged before me on this the _____ day of January, 2024 by Cynthia Northrop, City Manager for the City of Breckenridge and on behalf of said City.

Notary Public, State of Texas

EXHIBIT "A"

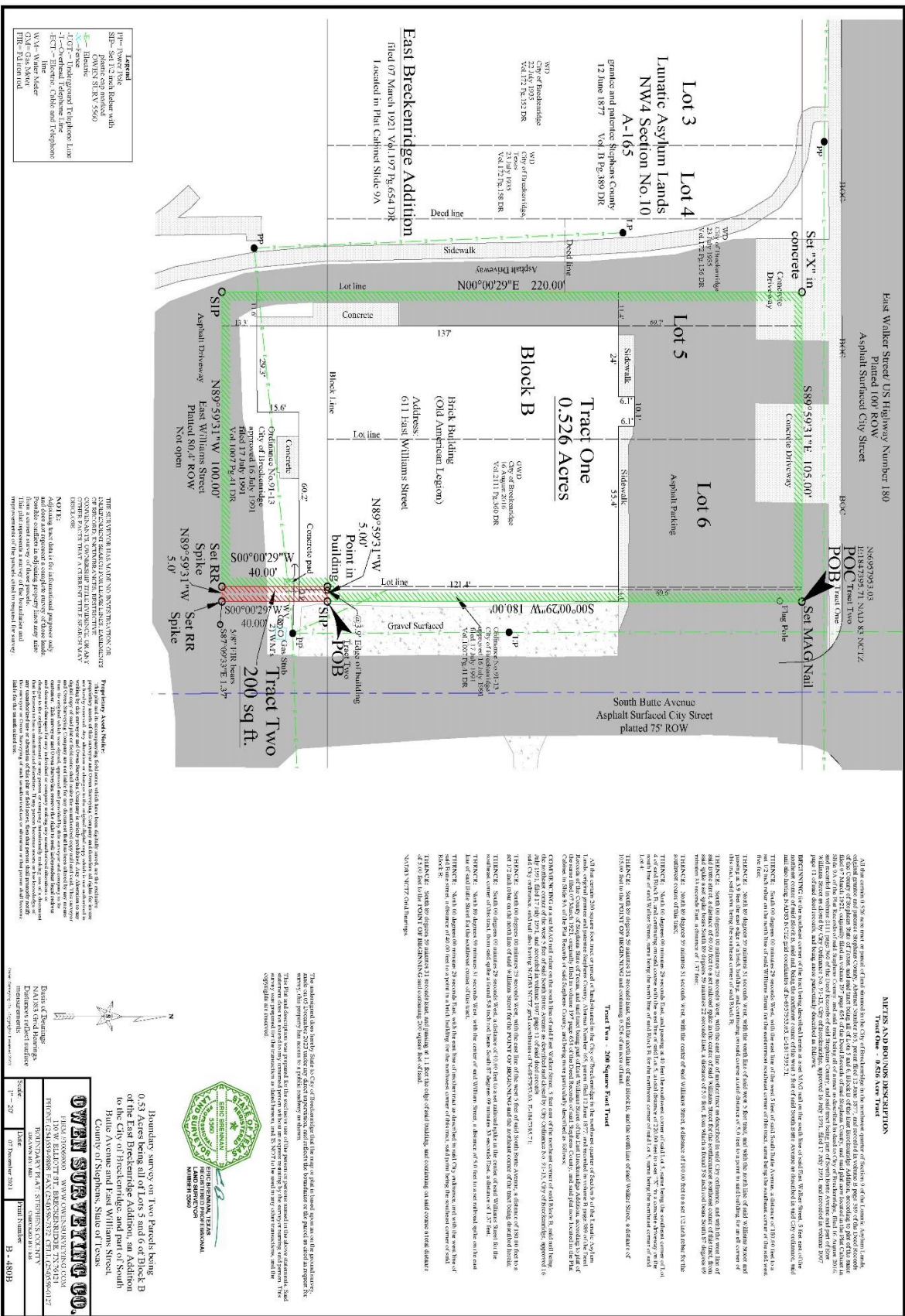


EXHIBIT "B"

OWEN SURVEYING CO.

P. O. BOX 336, BRECKENRIDGE, TX 76424

MICHAEL DAVIS,
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METES AND BOUNDS DESCRIPTION**Tract Two - 200 Square Foot Tract****Page 1 of 2**

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COMMENCING at a set MAG nail rebar on the south line of said East Walker Street, 5 feet east of the northeast corner of said Block B, said nail being the northeast corner of the west 5 feet of said South Butte Avenue as described and closed by City Ordinance No. 91-13, City of Breckenridge, approved 16 July 1991, filed 17 July 1991, and recorded in volume 1007 page 41 of said deed records said City ordinance, said nail also having NAD83 NCTZ grid coordinates of N-6957953.03, E-1847395.71;

THENCE: South 00 degrees 00 minutes 29 seconds West, with the east line of the west 5 feet of said South Butte Avenue, a distance of 180.00 feet to a set 1/2 inch rebar on the north line of said Williams Street for the **POINT OF BEGINNING** and the northeast corner of the tract being described herein;

THENCE: South 00 degrees 00 minutes 29 seconds West, a distance of 40.00 feet to a set railroad spike in the center of said Williams Street for the southeast corner of this tract, from said spike a found 5/8 inch rod bears South 87 degrees 09 minutes 33 seconds East, a distance of 1.37 feet;

THENCE: North 89 degrees 59 minutes 31 seconds West, with the center of said William Street, a distance of 5.0 feet to a set railroad spike on the east line of said Butte Street for the southwest corner of this tract;

EXHIBIT "B"**Tract Two - 200 Square Foot Tract**
Page 2 of 2

THENCE: North 00 degrees 00 minutes 29 seconds East, with the east line of another tract as described in said City ordinance, and with the west line of said Butte street, a distance of 40.00 feet to a point in a brick building for the northwest corner of this tract, said point being the southeast corner of said Block B;

THENCE: South 89 degrees 59 minutes 31 seconds East, and passing at 1.1 feet the edge of said building, and continuing on said course a total distance of 5.00 feet to the **POINT OF BEGINNING** and containing 200 square feet of land.

NAD83 NCTZ Grid Bearings.



Eric Brennan, Texas Registered
Professional Land Surveyor
Number 5560
Dated 07 December 2023



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Ordinance 2024-02 adopting Ch. 21, "Water and Sewers", Article IV "Cross Connection Control" to establish cross connection control measures".

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City of Breckenridge does not currently have a Cross Connection and Backflow Ordinance.

The purpose of implementing a Cross Connection and Backflow program is to protect our water supply and help ensure the health and safety of our residents.

A Cross Connection is a physical connection between drinkable water and any contaminant that poses a health risk. Backflow refers to water flowing in the opposite of its intended direction and potentially bringing contaminants back into our water supply.

TCEQ requires all backflow devices to be checked and tested by a licensed individual on an annual basis. Residents will be required to have all backflow devices inspected on an annual basis and provide the documentation to the city so we can track compliance which helps us to ensure a safe water supply.

This ordinance outlines the program and allows us to be proactive in maintaining a safe water supply.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of Ordinance 2024-02 on Cross Connection and Backflow program.

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS AMENDING CHAPTER 21 “WATER AND SEWERS” OF THE BRECKENRIDGE CODE OF ORDINANCES TO ADD ARTICLE IV “CROSS CONNECTION CONTROL” TO IMPLEMENT REGULATIONS GOVERNING BACKFLOW PREVENTION ASSEMBLIES; PROVIDING A PENALTY; PROVIDING SEVERABILITY AND REPEALER CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Breckenridge (the “City”) is a Home Rule Municipality acting 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, the City has the authority to regulate its water and sewer systems pursuant to Sections 3-15 and 3-16 of the City Charter and Section 552.001 of the Texas Local Government Code;

WHEREAS, the City Commission of the City of Breckenridge (the “City Commission”) finds it important to protect its potable water supply from the possibility of contamination or pollution by isolating, within the customer’s internal distribution system(s) or the customer’s private water system(s), such contaminants or pollutants that could backflow into the public water system;

WHEREAS, the City Commission supports the elimination or control of existing cross connections, actual or potential, between the customer’s potable water system(s) and non-potable water systems, plumbing fixtures, and process piping systems in conjunction with the current adopted plumbing code;

WHEREAS, the City Commission finds it necessary to establish a cross connection control program with uniform regulations governing the installation, testing and certification of backflow prevention assemblies and technicians; and

WHEREAS, the City Commission desires to establish requirements to permit and control the installation, routine maintenance, and inspection of backflow prevention assemblies.

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

I. Findings Incorporated. All the above premises are found to be true and correct findings of the City Commission and are incorporated into the body of this Ordinance as if fully set forth herein.

II. Adoption of Article IV. Chapter 21 “Water and Sewers” of the Breckenridge Code of Ordinances is hereby amended by the adoption of Article IV “Cross Connection Control” to read as follows:

ARTICLE IV. – CROSS CONNECTION CONTROL

Sec. 21-55. Definitions

As used in this article the following words have the meaning indicated:

Air gap separation means a physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. An approved air gap separation shall be at least double in the diameter of the supply pipe measured vertically above the overflow rim of the vessel, and in no case less than one (1) inch (2.54cm).

Atmospheric vacuum breaker (AVB) means a device consisting of a float check, a check seat, and an air inlet port. A shutoff valve immediately upstream may be an integral part of the assembly. The AVB is designed to allow air to enter the downstream water line to prevent back siphonage. This unit may never be subjected to a backpressure condition or have a downstream shutoff valve or be installed where it will be in continuous operation for more than twelve (12) hours.

Auxiliary water supply means any water supply on or available to the premises other than the purveyor's approved public water supply. This auxiliary water may include water from another purveyor's public potable water supply or any natural sources, such as, but not limited to, a well, spring, river, stream, used water, or industrial fluids. These waters may be contaminated or polluted, or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

Backflow means the undesirable reversal of flow of water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of a potable water supply from any source(s).

Backflow pressure assembly means a device or means to prevent backflow into the potable water system, including reduced pressure backflow assemblies, double check valve assemblies, atmospheric vacuum breakers, pressure vacuum breaker assemblies or air gap.

Backpressure means a pressure higher than the supply pressure, caused by a pump, elevated tank, boiler, air/stream pressure, or any other means, which may cause backflow.

Back siphonage means a form of backflow due to a reduction in system pressure which causes a negative or sub-atmospheric pressure to exist at a site in the water system.

Certified backflow prevention technician means a technician certified in writing by the commission as capable and licensed to check, repair, and maintain backflow prevention devices.

City Manager means the City Manager or his or her authorized representative or designee.

Commission means the Texas Commission on Environmental Quality (TCEQ).

Contamination means an impairment of the quality of the public potable water supply or a private potable water supply by the introduction or admission of any foreign substance that degrades the quality, and which creates an actual hazard to the public health through poisoning or through the spread of disease by sewage, industrial fluids, or waste.

Cross connection means any actual or potential connection or structural arrangement between a public or private water system through which it is possible to introduce any used water, industrial fluids, gas, or substance other than the intended potable water with which the system is supplied; bypass

arrangements, jumper connections, removal sections, swivel, or changeover devices and other temporary or permanent devices through which or because of which backflow can or may occur.

Cross connection survey means a detailed inspection of a location and disposition of the water lines, including, without limitation, establishing water lines on the premises, the existence of cross connections, the availability of auxiliary or used water supplies, the use of or availability of pollutants, contaminants and other liquid, solid or gaseous substances which may be used for stabilization of water supplies and such other processes necessary to determine the degree of hazard.

Customer means the person, company or entity contracting with the city to receive potable water service.

Customer's potable water system means that a portion of the privately-owned potable water system lying between the point of delivery and the point of use. This system will include all pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, store or utilize potable water.

Customer service inspection means an inspection of the customer's premises as defined in Chapter 290 of the commission rules and regulations.

Degree of hazard means the low or high hazard classification that shall be attached to all actual or potential cross connections.

(1) *Health hazard* means an actual or potential threat of contamination of a physical or toxic nature to the public potable water system or the consumer's potable water system that would be a danger to health.

(2) *High hazard* means the classification assigned to an actual or potential cross connection that potentially could allow a substance that may cause illness or death to backflow into the potable water supply.

(3) *Low hazard* means the classification assigned to an actual or potential cross connection that potentially could allow a substance that may be objectionable but not hazardous to one's health to backflow into the potable water supply.

(4) *Plumbing hazard* means an internal or plumbing-type cross connection in a consumer's potable water system that may be either a pollutant or a contamination-type hazard.

(5) *Pollution hazard* means an actual or potential threat to the physical properties of the water system or the potability of the public or the consumer's potable water system, but which would not constitute a health or system hazard, as defined. The maximum degree of intensity of pollution to which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause damage to the system or its appurtenances.

(6) *System hazard* means an actual or potential threat of severe danger to the physical properties of the public or consumer's potable water supply or of a pollution or contamination that would have a detrimental effect on the quality of the potable water in the system.

Double check valve means an assembly composed of two (2) independently acting approved check valves, including tightly closing resilient seated shutoff valves located at each end of the assembly and fitted with properly located resilient seated test cocks. This assembly shall only be used to protect against a non-health hazard. (i.e., pollutant).

Non-potable water means water that does not comply with the commission's rules and regulations governing drinking water.

Pollution means an impairment of the quality of the public potable water supply to a degree which does not create a hazard to the public health but does adversely and unreasonably affect the aesthetic qualities of such potable water for domestic use.

Potable water or water means water which is satisfactory for drinking, culinary, and domestic purposes and meets the requirements of the commission.

Pressure vacuum breaker assembly means an assembly containing an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve. The assembly shall be equipped with properly located resilient seated test cocks and tightly closing resilient seated shutoff valves attached to each end of the assembly.

Public potable water system means any publicly or privately-owned water system operated as a public utility under a health permit to supply water for domestic purposes. This system will include all sources, facilities and appurtenances between the source and the point of delivery such as valves, pumps, pipes, conduits, tanks, receptacles, fixtures, equipment, and appurtenances used to produce, convey, treat, or store potable water for public consumption or use.

Reduced pressure backflow prevention assembly shall consist of two (2) independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and below the first check valve. These units are located between two (2) tightly closing resilient seating shutoff valves and are fitted with properly located resilient seated test cocks.

Service connection means the terminal end of a service connection from the public potable water system, i.e., where the water purveyor loses jurisdiction and sanitary control of the water at its point of delivery to the consumer's water system. If a meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the meter.

Used water means any water supplied by a water purveyor from a public water system to a consumer's water system after it passes through the point of delivery and service connection and is no longer controlled by the water purveyor. Used water shall not be returned to the public potable water system.

Utility means city's water distribution system.

Water purveyor means the utility, private owner, political subdivision, or operator of a potable water system connected to the city's public water supply and supplying water to other water connections.

Sec. 21-56. Applicability.

This article shall apply to the utility water service area and all cross connections and installations of backflow prevention assemblies within any area where potable water is provided by the utility and areas where water is purchased from the utility for the purpose of resale.

Sec. 21-57. Cross Connections Prohibited.

- (a) No installation of potable water supply, piping, or part thereof shall be made in such a manner that allows used, polluted, or contaminated water, mixtures, gases, or other substances to enter any portion of such piping by reason of back siphonage, backpressure or any other cause.
- (b) No person shall install any water-operated equipment or mechanism, or use any water-treating chemical or substance, if it is found that such equipment, mechanism, chemical or substance may cause pollution or contamination of the public potable water supply. Such equipment or mechanism may be permitted only when equipped with the approved backflow prevention assembly.
- (c) No person shall connect to the public potable water system any mechanism(s) or system(s) designed to return used water to the public potable water system through any measure.
- (d) No person shall connect an auxiliary water system to the public potable water system.

Sec. 21-58. Backflow Prevention Assemblies.

- (a) *Installation.*
 - (1) *New installation or replacement.*
 - (A) New, replacement, or reconditioned backflow prevention assemblies shall be installed in accordance with the regulations promulgated by the City Manager in order to achieve proper compliance with this article, commission rules, and the currently adopted plumbing code, as amended.
 - (B) Prior to installation, a duly authorized person must obtain a plumbing permit.
 - (C) For any connection requiring a testable backflow prevention assembly, a completed test and maintenance report must be submitted to the City Manager before a certificate of occupancy will be issued. Documentation of an approved air gap can be substituted where applicable.
 - (2) *High health hazard installations.*
 - (A) Only approved air gaps or reduced pressure backflow prevention assemblies can be installed at high health hazard applications. All assemblies must be tested, at a minimum, on an annual basis, or more frequently at the City Manager's discretion.
 - (B) The City Manager may require a secondary device if deemed necessary to protect the public water supply from the failure of, or to allow maintenance of, the primary cross control device.
 - (3) *Other installations.* A backflow prevention assembly shall be installed to protect the potable water system from contamination or pollution when such system is connected to any automatic fire protection systems, standpipe systems, or privately-owned fire hydrants.

(A) A reduced pressure backflow prevention assembly shall be required if chemicals or additives are combined or added to any fire protection system.

(B) Installation of a reduced pressure backflow prevention assembly shall be required on temporary water meters connected to the public potable water system unless an approved air gap is authorized.

(4) *Wholesale customers.* Any customer purchasing water for the purpose of resale or distribution shall:

(A) Install an air gap separation or a reduced pressure backflow prevention assembly at the service connection, certified for operation upon installation and annually thereafter by a certified backflow prevention assembly technician forwarding the results to the City Manager within ten (10) days; or

(B) Implement a plumbing inspection and cross connection control program not less restrictive than that of the city and provide annual program records to the director for review and audit.

(C) A reduced pressure backflow prevention assembly shall be required on all carbonating beverage equipment.

(5) *Government customers.* Any premises owned, operated, or occupied by a state, federal, county, city or foreign government or agency refusing to comply with the provisions of this article shall install a reduced pressure backflow prevention assembly at each service connection, being certified and tested for proper operation upon installation and annually thereafter. In those instances where the City Manager deems potential or actual hazard to be deleterious to human health, certified inspections and operational testing shall be required semiannually.

(6) *Water hauling trucks.* Water hauling trucks obtaining water from a connection to the utility's public potable water system shall have an approved air gap separation or a reduced pressure backflow prevention assembly installed permanently on the vehicle and said assembly shall be registered with the utility and certified for operation annually. Test reports shall be due within ten (10) days of the certification date or water will not be sold.

(b) *Existing commercial service connections.*

(1) The premises owner, customer or the designated representative shall have all testable backflow prevention assemblies which are currently installed certified for operation by a certified backflow prevention technician on an annual basis. If the device has not been certified for operation within the last year, the device must be tested and, if required, repaired, and the documentation submitted to the City Manager within ninety (90) days of the effective date of this article.

(2) Any existing connection which meets the definition of high health hazard must be protected by a backflow prevention device as required by (a) of this section within ninety (90) days of the effective date of this article unless the City Manager determines that circumstances exist which require installation within a shorter timeframe.

- (3) Installation of backflow prevention devices against non-high health hazard cross connections at existing facilities must be provided on a schedule determined by the City Manager.

Sec. 21-59. Inspection and Testing of Backflow Prevention Assemblies.

- (a) It shall be the duty of the customer at any premises where testable backflow prevention assemblies are installed to have certified inspections and operational tests conducted annually. In those instances where the City Manager deems the hazard to be deleterious to human health, certified inspections may be required semiannually. Inspections and tests shall be at the expense of the owner, owner's representative, or customer and shall be performed by a certified backflow prevention technician.
- (b) Assemblies shall be repaired, overhauled, or replaced at the expense of the customer whenever said assemblies are found to be defective. Records of such tests, repairs, and overhaul shall be kept and submitted to the City Manager within five (5) days of the tests, repairs or overhaul of each backflow prevention assembly.
- (c) No device or assembly shall be removed from use, relocated, or other device or assembly substituted without the approval of the City Manager. Whenever an existing assembly is relocated, replaced, or requires more than minimum maintenance, or when the City Manager finds that the maintenance constitutes a hazard to health, the unit shall be replaced by a backflow prevention assembly complying with requirements of this article and the current plumbing code. Such relocation or replacement shall require a permit from and inspection by the City.
- (d) The City Manager shall have the authority to conduct a customer service inspection at:
- (1) All new construction prior to providing continuous water service, and
 - (2) Any existing service connection or customer's premises, when there is a reason to believe that cross connections or other unacceptable plumbing practices exist or when any material improvement, correction or addition to the private plumbing facilities has occurred.
- (e) *Quality control.* The utility reserves the authority to maintain a program of quality control by taking the following measures:
- (1) Notifying the technician certifying the operation of a backflow prevention assembly of test discrepancies; and
 - (2) Taking legal action against the certified technician for verified testing or reporting discrepancies, including without limitation:
 - (A) False, incomplete, or inaccurate reporting of test completion or certification of a backflow prevention assembly;
 - (B) Use of inaccurate gauges;
 - (C) Improper operational certification backflow prevention method; and/or
 - (D) Failure to supply the original and one (1) copy of a test report to the City Manager as required by this article.

Sec. 21-60. Customer Responsibility

- (a) The customer shall be responsible for all aspects associated with the installation, general maintenance, testing, upkeep, and replacement of the approved backflow prevention assembly.

(b) Where an owner of property leases or rents the same to any person as tenant or lessee, the owner or tenant or both may be held responsible for any of the requirements of this article.

Sec. 21-61. Registration Requirements.

(a) All individuals contracting to conduct backflow prevention assembly installations and/or certification and testing of devices installed within the city's jurisdiction shall register with the City Manager prior to performing any work. Registration shall include, but not limited to, the following minimum requirements:

(1) State-licensed master plumbers performing only the installation of backflow prevention assemblies shall register such current license.

(2) Backflow prevention assembly testers must provide documentation that he/she is currently accredited as a backflow prevention assembly tester registered with the Commission.

(3) Each backflow prevention assembly tester shall register the serial number of each test kit and shall furnish evidence, upon the City Manager request, that all test kits are certified annually in accordance with the University of Southern California's Foundation of Cross Connection Control and Hydraulic Research and/or the American Water Works Association Manual of Cross Connection Control (M-14).

(4) Other requirements as deemed necessary by the City Manager.

(b) A registered tester must immediately notify, in writing, the City Manager if:

(1) The commission revokes his/her accreditation as a backflow prevention assembly tester.

(2) The test gauges used to certify the backflow prevention devices are not functioning properly or additional gauges have been put into service.

(3) Any of the information provided in the registration has changed or is incorrect.

(c) Failure to comply with the above requirements will be cause for revocation of registration, suspension of any permits, and enforcement action.

Sec. 21-62. Test and Maintenance Report.

The registered backflow prevention assembly tester must provide the original and one (1) copy of the completed test and maintenance report form to the City Manager within ten (10) days of the date of the test.

Sec. 21-63. Thermal Expansion and Pressure loss.

(a) It shall be the responsibility of the installer of any backflow assembly which creates a closed system to inform the owner or customer of the potential of thermal expansion.

(b) If a closed system has been created by the installation of a backflow assembly, the property owner or customer shall provide provisions for thermal expansion on the customer's potable water system in a manner approved by the building official.

- (c) The utility shall not be responsible for any water pressure drop caused by the installation of a backflow assembly device.

Sec. 21-64. Enforcement.

- (a) *Enforcement authority.* The City Manager and the city attorney are hereby authorized to enforce the provisions of this article by any one or more of the enforcement mechanisms set forth in this section.

- (b) *Inspection and enforcement is a governmental function.* The inspectors, agents or representatives of the city charged with enforcement of this article shall be deemed to be performing a governmental function for the benefit of the general public. Neither the city, the City Manager nor the individual inspector, agent, or representative of the city engaged in inspection or enforcement activities under this article, when acting in good faith and without malice, shall ever be held liable for any loss or damage, whether real or asserted, caused or alleged to have been caused as a result of the performance of such governmental function.

- (c) *Right of entry.*

(1) As a condition of the city providing water service, directly or indirectly, to property, whether within or outside the corporate limits, and as a condition of connection to the public potable water system by customers under the conditions hereinafter set forth, any authorized officer or employee of the city may enter, inspect, monitor or conduct enforcement activities with respect to any part of the public or private potable water system servicing such premises, and shall have a right to enter without delay to, upon, or through any premises to gain access to a cross connection, backflow prevention assembly or piping, without limitation, and may inspect any customer's potable water system or piping or records pertinent thereto, required under this article and rules or regulations of any governmental entity with whom the city may have an agreement for the provision of wholesale water services. This right of entry shall extend to public streets, easements, and private property within which any portion of the public or private potable water system servicing such premises may be located. If right of entry is refused by the customer an administrative search warrant will be pursued under the conditions of this article and water service may be terminated at this time.

(2) The customer connected to the public potable water system shall make all necessary arrangements, at its sole expense, to remove without delay security barriers or other obstacles to access by the City Manager.

(3) Obstruction or unreasonable delay in allowing access by the City Manager to premises connected to the public potable water system shall constitute a violation of this article.

- (d) *Administrative search warrants.* If the City Manager has been refused access to a building, structure, or property or any private potable system connected to the public potable water system and if the City Manager has demonstrated probable cause to believe that a violation of this article, a plumbing permit, or other order issued hereunder exists or that there is a need to inspect as part of the city's routine inspection program designed to verify compliance with this article or any permit or order issued hereunder, or to protect the overall health, safety, and welfare of the community,

then, upon application by the City Manager, the municipal court judge may issue a search and/or seizure warrant describing therein the specific location subject to search and the property or items subject to seizure.

(e) *Notice of violation (NOV).* Upon violation of the conditions of registration as a certified backflow prevention technician, a plumbing permit, installation requirements of a backflow prevention assembly under this article, or any other cross connection requirement, the City Manager may, but shall not be required to, serve upon said person a written NOV describing the violation and the action required to correct the same. Such NOV shall inform the recipient that within seven (7) calendar days of receipt thereof, the person receiving the same shall provide to the City Manager an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific actions for correction of the violation, provided, however that:

(1) Submission of the proposed corrective plan shall in no form or manner relieve the user of criminal or civil liability for violations of this article whether before or after receipt of the NOV; and

(2) Nothing in this subpart shall be construed to limit the authority of the City Manager to pursue any other enforcement action or remedy, including, without limitation, such emergency actions the City Manager determines to be necessary, without first issuing an NOV.

(f) *Criminal penalty.* A person who violates any provision of this article shall be guilty of a Class C misdemeanor for each day or portion thereof during which the violation is continued. Each such offense is punishable by a fine not to exceed two thousand dollars (\$2,000.00).

(g) *Civil actions.* The city attorney is hereby authorized to enforce this article by civil court actions in accordance with the procedures therefor provided by state or federal law, including, without limitation, actions for injunction, damages, declaratory relief or other remedies that the city attorney shall deem appropriate to pursue.

(h) *Civil penalties.* Notwithstanding any other provision of this article, if a person has received actual notice of the provisions of this article and, after the person received said notice, such person committed or continued acts in violation of this article or failed to take action necessary for compliance with this article, the city attorney may initiate a suit against the owner, occupant, agent or manager of premises that are in violation of this article to recover a civil penalty not to exceed one thousand dollars (\$1,000.00) per day for each such violation. Each day or fractional part thereof that such noncompliance continues shall constitute a separate violation for which civil penalties shall accrue under this article. A suit for civil penalties hereunder shall not prevent nor be a prerequisite for taking any other action against a person in violation of this article. Such suit may also include therein a request for such other and further relief as the city attorney shall deem advisable, including, without limitation, an action for injunction or claim for damages to recover for expenses, loss, or damage to city property occasioned by reason of such violation.

(i) *Remedies cumulative.* All remedies authorized under this article are cumulative of all others unless otherwise expressly provided. Accordingly, the filing of a criminal action shall not preclude the pursuit of a civil or administrative action for violation of this article, nor shall the filing of a civil action preclude the pursuit of any other action or remedy, administrative or criminal.

(j) *Persons responsible.* A person is responsible for a violation of this article if the person commits or assists in the commission of a violation or the person is the owner, occupant, agent, or manager of the property or facilities determined to be the source of a violation of this article. Where an owner of property or his agent leases or rents the same to any person as tenant or lessee, the owner, agent or tenant or all may be held responsible for noncompliance with the provisions of this article.

Sec. 21-65. Water Purveyor.

(a) Under this article, the water purveyor has primary responsibility to prevent water from unapproved sources, or any other substances, from entering the public potable water supply. The water purveyor is prohibited from installing or maintaining a water service connection to a consumer's water supply system within its jurisdiction where a health, contaminant, plumbing, or pollution hazard exists, or will probably exist, unless the potable water supply is protected against backflow by an approved assembly.

(b) The water purveyor shall exercise reasonable vigilance to ensure that the customer has taken the proper steps to protect the public potable water supply. To ensure that the proper precautions are taken, the water purveyor is required to determine the degree of hazard to the public potable water supply. When it is determined that a backflow prevention assembly is required for the protection of the public potable water supply, the water purveyor shall require the customer, at the customer's expense, to install an approved backflow prevention assembly, to test immediately upon installation and to test periodically as required by this article and/or the plumbing code.

III. Severability. The provisions of this Ordinance are declared to be severable. If any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance, but they shall remain in effect notwithstanding the validity of any part.

IV. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was 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.

V. Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Commission and after publication as required by the Texas Local Government Code.

The above and foregoing ordinance was duly proposed, read in full and adopted on the 9th day of January, 2024 at a regular meeting of the City Commission.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding updates to the Personnel Policy - On Call Policy (4.09) and Call Back (4.10)

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

To provide clarity, staff have been reviewing and updating unclear and/or ambiguous sections in our Personnel Policy that have led to inconsistent adherence. This update clarifies the policy as it regards On Call and Call Back provisions (see attachments on existing and proposed).

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of proposed updates to the Personnel Policy – On Call Policy and Call Back Provisions as presented.

EXISTING

4.09 On Call Policy

"On-call" is all time outside of regularly scheduled working hours when a non-exempt employee is required to be available on a stand-by basis to respond to a work demand or return back to work. The City reserves the right to require employees to be designated as on-call on a given day or week, as needed. An employee is considered to be in on-call status only when specifically assigned by a supervisor. When on-call, employees are unrestricted in their activities, but must remain accessible by phone or pager and in a fit condition to return to work within one hour.

- A. All non-exempt employees formally designated as on-call will be compensated for four (4) additional hours during the seven-day work period during which they were on-call. This pay is at the employee's regular pay rate.
- B. An employee scheduled for on-call time fails to respond within one hour to a job-related situation requiring immediate action will lose his on-call compensation for that week, and may be subject to disciplinary action, up to and including termination.
- C. Exempt employees are considered to be "on-call" at all times exception when on scheduled time off (i.e. vacation, sick, personal time).

4.10 Call Back Pay

- A. A non-exempt employee who is contacted, but is able to perform the work from home will be paid for the actual hours worked.
- B. A non-exempt employee who is contacted and must return to the work site outside of regularly scheduled work hours will be paid a minimum of one hour, or the actual hours worked, whichever is greater. If the call back merges with the employee's regularly scheduled working hours, the employee will be paid for the actual hours worked or a minimum of one hour, whichever is greater.
- C. A non-exempt employee who is called back to work shall gather any tools or equipment necessary to complete the job. When the emergency is resolved, or a supervisor has decided that the problem can be resolved the next working day, the employee shall return to his work location, put away his tools and equipment. The on-call employee will be compensated at time and ½ for the time he is called out. The on-call employee is responsible for reporting accurate times for the responding call out.
- D. This section does not apply to exempt employees.

RESOLUTION NO. 24-01

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF
BRECKENRIDGE, TEXAS AMENDING RESOLUTION 13-05, 20-07, AND
20-23 OF THE PERSONNEL POLICY & PROCEDURE MANUAL OF
THE CITY OF BRECKENRIDGE TO INCLUDE CHANGES TO ON-
CALL AND CALL BACK PAY FOR NONEXEMPT EMPLOYEES -
CHAPTER 4 – POLICY ## 409, 410 –ON CALL AND CALL BACK PAY**

WHEREAS, the Breckenridge City Commission initially passed and approved the Personnel Policy and Procedure Manual in January 2013; and

WHEREAS, the Breckenridge City Commission has since 2013, periodically amended the Personnel Policy and Procedure Manual, as recommended by the City Secretary and/or the City Manager and/or Interim City Manager; and

WHEREAS, after reviewing the proposed changes to the Personnel Policy and Procedure Manual, the Breckenridge City Commission finds it is in the best interest of the City and its employees to amend the Personnel Policy and Procedure Manual as provided. .

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

1. Enactment. This Resolution No. 24-01 shall be known as the “Personnel Policy and Procedure Manual of the City of Breckenridge.”
 - a. Chapter #4 – Classification and Salary Administration –

Changing: Policy #409, On Call Policy and #410, Call Back Additional Provisions
(attached as Exhibit “A”)

PASSED AND APPROVED this 9th day of January 2024 by the Breckenridge City Commission.

Bob Sims,
Mayor

ATTEST:

Jessica Sutter City Secretary

RESOLUTION 24-01

EXHIBIT “A”

4.09 On-Call Policy A non-exempt employee may be designated "On-call" to return to work to do unforeseen or emergency work after leaving the work location at the end of the non-exempt employee's regular shift and before the beginning of the next regularly scheduled shift. When on call, employees are unrestricted in their activities but must remain accessible by phone and in a fit condition to return to work within one hour. An employee is in on-call status only when specifically assigned by a supervisor. The City reserves the right to require employees to be designated as on-call on a given day or week, as needed.

A. Employees will be paid as follows:

1. Employees designated to be on-call on Saturdays, Sundays, or City-recognized holidays (“Weekend On-Call”):

a. If the on-call employee is *not* called out to return to work, the employee will be paid a minimum of two hours at their regular pay rate. This time is not considered “hours worked,” but as “premium On Call pay,” in consideration for the employee being subject to being “on call” over a weekend.

If a Weekend On-Call employee is called out and returns to work, they will be paid for the time worked *instead of* the On-Call waiting time (such pay will be paid as regular time, unless the employee's hours worked for the week have exceeded 40 hours. Time worked more than 40 hours will be paid, at a time and one-half rate). If the employee is called out for a job, they will be paid for a minimum of two hours of call-out time, even if the actual work time is less. That is, they will be paid the actual call-out time or for a 2-hour minimum, whichever amount is greater.

2. Employees designated to be on-call Monday-Friday (Weekday On-Call):

If a Weekday On-Call employee is called out and returns to work, they will be paid for the time worked; there is no premium pay for on-call waiting time. Their return to work will be paid as regular time unless the employee's hours worked for the week exceed 40 hours. Time worked more than 40 hours will be paid at a time and one-half rate. If the employee is called out, they will be paid for a minimum of one hour, even if the actual time worked is less. That is, they will be paid the actual call-out time (regardless of rate) or the one-hour minimum, whichever amount is greater.

4.10 Call Back - Additional provisions

- A. A non-exempt employee who is called back to work shall gather any tools or equipment necessary to complete the job. When the emergency is resolved, the employee shall return to his regular work location, and return his tools and equipment.
- B. The on-call employee is responsible for reporting accurate times for any call-out.
- C. An employee who is scheduled as on-call but who fails to respond as required (within one hour) may be subject to disciplinary action, up to and including termination.
- D. This policy does not apply to exempt employees.



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding the lease purchase of two backhoes for Public Works

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City uses our backhoes daily in several capacities including:

- 1. Fix water and wastewater lines
- 2. Open/cover street repairs
- 3. Demo of substandard buildings

The city currently owns one Case backhoe (2008) and one Warren Cat backhoe (2013). Both have reached their end of life. The replacement of both backhoes was budgeted in FY 2023-2024. We were aware that the replacement equipment would not be available until sometime in early 2024. We have been advised that it looks like they will be available at the end of January 2024. Ahead of budget we received pricing from three suppliers of heavy machine dealers including Warren Cat, John Deer, and Case for purchase options and lease-to-own options, all of which are on Buy Board and meet city purchasing requirements, and selected Case lease to purchase.

The lease-to-purchase program will be for two Case 4WD 580N Backhoes with an extended hoe.

Case Backhoe	\$ 104,500 each
Trade in	\$ 30,000 each
Cost	\$74,500 each
Monthly Payment	\$ 1,231.25 each
Annual (5-year)	\$14,775 each

The lease purchase gives us the option to purchase at the end or trade back in and initiate a new lease purchase agreement. The benefit of the lease purchase minimizes ongoing maintenance and repair costs. Both backhoes will have a full warranty and service agreement.

FINANCIAL IMPACT:

This was a budgeted expense.

STAFF RECOMMENDATION:

Consider approval of lease/purchase agreement as presented and authorize the City Manager to execute the documents.



Proposal

Jun 01,2023

CITY OF BRECKINRIDGE

QUO-24635-R7C5H5

Dealer :

Cody Campbell, 806-786-2581

ASCO EQUIPMENT
3010 SOUTH TREADAWAY BOULEVARD
ABILENE, Texas, 79602

Customer :

TODD HENDERSON
105 NORTH ROSE AVENUE
BRECKENRIDGE, Texas, 76424

Set 1 of 4				
Equipment Type	Product ID	Description	Equipment Tag	Price
Base Model/Unit	580N EP 4X4	Case 4WD 580N EP Backhoe with Extend hoe	580N EP 4X4 CAS	\$ 104,500.00
<p align="center">Equipment Specification</p> <p>NEW 2023 CASE 580 NEP BACKHOE EQUIPPED WITH THE FOLLOWING OPTIONS:</p> <p>CAB WITH HVAC AIR RIDE SUSPENSION SEAT AM/FM BLUETOOTH RADIO RIDE CONTROL</p> <p>4X4 PILOT CONTROLS EXTENDAHOE 74 HP (NON-DEF FLUID UNIT) INCLUDES 18" BUCKET INCLUDES 82" FRONT LOADER BUCKET WITH CUTTING EDGE</p> <p>\$104,500.00 - New 2023 Case 580N EP Backhoe (\$30,000.00) - TRADE: 2008 Case 580SM Backhoe</p> <p>\$157.64 - Inv Tax \$500.00 - Doc Fee</p> <p><u>\$75,157.64 - Total to finance</u></p> <p><u>5 YEAR / 5000 HOUR LEASE PAYMENT: \$1,231.25 per month</u></p>				
Trade-In Amount				
Net Purchase Price				



Proposal

Jun 01, 2023

CITY OF BRECKINRIDGE

QUO-24635-R7C5H5

Dealer :

Cody Campbell, 806-319-9995

ASCO EQUIPMENT
3010 SOUTH TREADAWAY BOULEVARD
ABILENE, Texas, 79602

Customer :

TODD HENDERSON
105 NORTH ROSE AVENUE
BRECKENRIDGE, Texas, 76424

Set 2 of 4				
Equipment Type	Product ID	Description	Equipment Tag	Price
Base Model/Unit	580N EP 4X4	Case 4WD 580N EP Backhoe with Extend hoe	580N EP 4X4 CAS	\$ 104,500.00
Equipment Specification				
<p>NEW 2023 CASE 580 NEP BACKHOE EQUIPPED WITH THE FOLLOWING OPTIONS:</p> <p>CAB WITH HVAC AIR RIDE SUSPENSION SEAT AM/FM BLUETOOTH RADIO RIDE CONTROL</p> <p>4X4 PILOT CONTROLS EXTENDAHOE 74 HP (NON-DEF FLUID UNIT) INCLUDES 18" BUCKET INCLUDES 82" FRONT LOADER BUCKET WITH CUTTING EDGE</p> <p>\$104,500.00 - New 2023 Case 580N EP Backhoe</p> <p>(\$30,000.00) - TRADE: CAT 416 Backhoe</p> <p>\$157.64 - Inv Tax \$500.00 - Doc Fee</p> <p><u>\$75,157.64 - Total to finance</u></p> <p><u>5 YEAR / 5000 HOUR LEASE PAYMENT: \$1,231.25 per month</u></p>				
Pricing Detail				
Purchase Price				
Trade-In Amount				
Net Purchase Price				



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action ratifying the lease-purchase agreement with Elite Financing for the purchase of a Vactor Truck through Kinlock and related agreements with Kinlock

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

A Vac truck is a staple piece of equipment the city uses on an almost daily basis for sewer line maintenance, sewer stoppages, etc.; we must have a dependable and working vac truck.

The City of Breckenridge purchased a Kinlock Vactor Truck in 2011. We have spent an increasing amount of time and money on repairs to keep in working order, however, this truck has now reached the end of its life. Recently, we had to take our vac truck to the Kinloch service vendor in Arlington due to extensive repairs that are needed to keep it working. We have been waiting for the repair estimate for 4 weeks and have been advised that it will cost \$175K to repair.

Staff have researched our options to purchase a new vac truck with three different companies and their respective equipment offerings, all of which are on buyboard (which meets city purchasing requirements).

We are requesting the ratification of the processed agreement and will be including this as a budget amendment in Spring when we bring budget amendments for your approval.

Pipehunter	\$ 379,238
Lonestar Municipal Equip.	\$ 538,000
Kinloch	\$ 353,880

The agreement is a mile-after-mile program and is a turnkey lease to purchase. We have the option to buy at the end of 5 years or turn it in and start with a new piece of equipment. The turnkey program is a 'cradle to grave' equipment and operation solution that provides high productivity and low cost of ownership and operation. In other words, the program includes a 5-yr bumper-to-bumper warranty for the equipment plus all repairs and maintenance are

included (except the rudder hose). Additionally, should repairs include downtime they provide a free-of-charge loaner which means there is no downtime for our crews responding to calls for service. This agreement also includes a rental agreement until Kinloch delivers the new Vactor.

Staff have two options to finance:

1. Five annual payments of \$71,133 (\$355,665)
2. Sixty monthly payments of \$6,093 (\$365,580)

Staff is recommending payment option #1/Five annual payments.

These figures do not include the trade-in value for our existing vac truck of approximately \$10K.

FINANCIAL IMPACT:

This will be a budget amendment. As a reminder, the W/WW rate increases adopted a few years ago assumed the purchase of two dump trucks, among other ongoing maintenance assumptions, which is one reason our fund balance has been growing. We will still need those, but the dump trucks are working. We must have a vac truck.

STAFF RECOMMENDATION:

Consider ratification of the agreement with Elite Financing for the purchase of a Vactor Truck through Kinlock and related agreements with Kinlock.



3320 Pasadena Blvd
Pasadena, TX 77503
O: 713-473-6213 Fax: 713-473-7858
Toll Free: 800-231-6929

Mile After Mile™ Program Agreement

The intent of this agreement is to describe special terms and conditions for the City of Breckenridge to own and operate a Vactor iMPACT combination sewer cleaner mounted on an International MV607 truck chassis with vendor maintenance. The proposal is written to ensure that equipment operated by you will provide the lowest total cost during its useful life. The proposal is supplemental to the Vactor iMPACT proposal and accompanying configuration provided. This contractual agreement includes all preventative maintenance and repairs to both the body and chassis with noted exceptions.

DEFINITIONS:

The term "you" shall mean the City of Breckenridge.

The term "KESI" shall mean Kinloch Equipment & Supply, Inc., the dealer who represents the manufacturer of the equipment being proposed.

The term "Fleet Management" shall mean the City of Breckenridge Fleet Manager or his/her designated representative, wherein the equipment will be operated and maintained.

The term "KESI Principal" shall mean the principal person or his/her designated representative of KESI, whom this contract shall apply.

The term "normal workday" shall mean a day which falls on or between Monday and Friday of the calendar week, 52 weeks a year, excluding the City of Breckenridge holidays. A list of all the City of Breckenridge holidays shall be supplied to KESI from you upon award of this contract.

The term "normal working hours" shall mean the time period of a normal workday when the City of Breckenridge's main equipment shop and/or maintenance facility is normally open for operation. You shall supply KESI with this information upon awarding this contract.

The term "in-service date" shall mean the date the City of Breckenridge places the unit in operation. The City of Breckenridge will notify the KESI Principal of the in-service date.

The term "downtime" shall mean the period of time measured in normal workdays that the unit is unable or unsafe to perform those operations for which the unit was designed.

1. The maintenance contract period shall be a five (5) year term.



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2. The training will require a minimum of one (1) day for operating and one (1) day for daily maintenance.
3. The City of Breckenridge is responsible for providing fuel, insurance, and operator for the mainline sewer inspection system. Original equipment items listed in this paragraph to be utilized and will be supplied at fleet pricing.
4. The City of Breckenridge is responsible for the daily maintenance of the sewer cleaner in accordance with instructions from KESI and/or the manufacturer.
5. KESI is responsible for the cost of parts and labor of the following:
 - a) All preventative maintenance requirements for the chassis and body with the exception of daily maintenance.
 - b) Vactor sewer cleaner components with the exception of jet rodder hose which is the City's responsibility.
 - c) All repairs to chassis and related components. Operator damage is not included.
 - d) Repair of damage caused by the City of Breckenridge personnel is not covered by this agreement and must be repaired to the manufacturer's original specifications within a reasonable time frame upon notification of damage.
6. KESI shall be fully responsible for transporting to and from your facility, at no cost to you for any repairs or maintenance required, if said repairs or maintenance cannot be completed at the City of Breckenridge's site.
7. This proposal is based on total aggregate usage over a five (5) year term of not more than 10,000 engine hours. If 10,000 engine hours are reached prior to the five (5) year anniversary of the in-service date, the City of Breckenridge has the exclusive option to either:
 - Pay an hourly charge of \$90 per hour for each hour in excess of 10,000 hours until the end of the five (5) year agreement to allow for the continuation of the terms and conditions set forth in this agreement.

OR

 - Allow this agreement to lapse and immediately absolve both the City of Breckenridge and KESI of any further obligations as set forth in this agreement.
8. KESI shall guarantee that the equipment purchased under this contract will be available for operation at least 95% of normal workdays. KESI shall guarantee that the equipment purchased under this



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contract will not be out of service for more than five (5) consecutive normal workdays, nor more than five (5) normal workdays, in any 100 consecutive, normal workday period.

9. Equipment availability shall apply to equipment put out of service for any reason other than i.e., operator damage, theft, vandalism, accident, Acts of God, or incidents out of control of KESI which render the unit unable or unsafe to perform those operations for which the unit is designed. The City of Breckenridge supervising personnel, after inspection will determine in conjunction with a KESI Principal, if the unit was inoperable or unsafe and the cause of the downtime. Equipment availability shall not apply to equipment during routine maintenance.
10. The unit will be considered out of service starting the first normal workday, following KESI notification by the City of Breckenridge's that the unit is inoperable or unsafe and requires repair. Therefore, the downtime clock will start at the beginning of the first normal workday, following such notification. The City of Breckenridge Fleet Manager will notify the KESI Principal during normal working hours of a unit that is out of service and requires repair. The unit will be considered in service (operational) starting the first normal workday following the completion of the repair and/or return of the repaired unit. Therefore, the downtime clock will stop at the beginning of the first normal day following the repair completion or return of the repaired unit.
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Equipment Availability = [(100 Days - Downtime)/100 Days] x 100%

 NOTE: The term "Days" refers to normal workdays. The term "Downtime" refers to the total downtime accumulated during the 100 consecutive, normal workday period.
12. KESI will credit the City of Breckenridge a daily amount of \$125.00 for each normal workday required to provide 95% availability in the event a functionally equivalent replacement unit is not available.
13. KESI will provide a relief unit should repair downtime be more than five (5) consecutive normal workdays. All costs associated with securing and delivering the relief unit shall be at KESI's expense, with no cost to the City of Breckenridge. The relief unit must be functionally equivalent to its replacement.



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14. This guarantee shall be in effect for a period of five (5) years. Time will be measured in calendar years from the in-service date and engine hours will be recorded on the electric, solid state hour meter provided with the unit.

The City of Breckenridge

Name: _____

Title: _____

Date: _____

Signature: _____

Cynthia Northrup
City Manager
1.2.2024
[Signature]

Kinloch Equipment & Supply, Inc.

Name: Todd B. Kinloch

Title: President

Date: _____

Signature: _____



iMPACT

VACTOR

INTRODUCING

THE NEW VACTOR iMPACT



VACUUM SYSTEM
Max inlet volume
2,400 CFM 15" Hg



DEBRIS BODY
50° dump angle

**2103
MIDSIZE SEWER CLEANER**

**180° BOOM ROTATION
180° REEL ROTATION**

**40 GPM @2500 PSI
WATER SYSTEM**

5FT BOOM EXTENDED



IMPACT



***No CDL Required**

- Budget alternative
- Amazing Versatility
- More Maneuverability



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The City of Breckenridge

Name: _____

Title: _____

Date: _____

Signature: _____

Kinloch Equipment & Supply, Inc.

Name: Todd B. Kinloch

Title: President

Date: _____

Signature: _____



Presents a Proposal Summary

of the

VACTOR
Subsidiary of Federal Signal Corporation



iMPACT

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy-Duty Freightliner M2 106 Truck Chassis

For



BASIC

MODEL

Vacuum System	Roots 616-15 Blower	Debris Body Capacity	3 Cubic Yards
Model Type	40 GPM	Water Capacity	500 Gallons
Water Flow	Vactor	Water Pressure	2500 PSI
Chassis Source		Water Tank Material	Aluminum

CHASSIS

Chassis Single Axle 2023 Freightliner M2 106 300 HP Auto 26000
GVWR Air Brakes GHG

STANDARD FEATURES

Curbside Toolbox w/ Nozzle
Storage Rack

Aluminum Fenders

Mud Flaps

Electric / Hydraulic Proportional
Boom Control

Color Coded Sealed Electrical
System

Intuitouch Electronic Package

Double Acting Hoist Cylinder

Handgun Assembly

Ex-Ten Steel Cylindrical Debris
Tank

Flexible Hose Guide

(2) Nozzles w/ Carbide Inserts

Suction Tube Storage

3/4" Nozzle Pipe

10' Leader Hose

Stainless Steel Float Shut Off
System

Horizontal Microstrainer Prior to
Blower

Debris Body Vacuum Relief
System

Debris Body-Up Light and Alarm

Low Water Alarm with Water
Pump Flow Indicator

Water Tank Sight Gauge

Liquid Float Body Level Indicator

Front Controlled Blower Drive

Digital Water Pressure Gauge

180 deg. 5ft Extendable Boom

Joystick Boom Control

Quote No. 2023-69927

Dan Federico
Tel: 813-713-1455

Boom Hose Storage

Boom Out of Position Light and Alarm

40 GPM/2500 PSI Jet Rodder pump

Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve

3" Y-Strainer at Water Pump

Multi-Flow Water System

1" Water Relief Valve

Midship High Pressure Coupling

500' x 3/4" Sewer Hose 2500 PSI Piranha

Digital Hose Footage Counter

Hydraulic Tank Shutoff Valves

Rotating Hose Reel 3/4" x 500' Capacity 180 Deg. Rotation

Tachometer / Chassis Engine w/ Hour Meter

Water Pump Hour Meter

PTO Hour Meter

Hydraulic Oil Temp Alarm

Tachometer / Blower w/ Hour Meter

Circuit Breakers

LED Lights Clearance Backup Stop Tail & Turn

Tow Hooks Rear

Electronic Back-Up Alarm

Camera System Rear Only

6" Vacuum Pipe Package

Emergency Flare Kit

Fire Extinguisher 5 Lbs.

DEBRIS BODY

Body Washout

Additional Water Water and Debris Tanks Joined

Centrifugal Separators (Cyclones)

Rear Door Splash Shield

Lube Manifold

Lube Chart - Included

Quote No. 2023-69927

Dan Federico
Tel: 813-713-1455

Digital Debris Body Level
Indicator Tied to Vacuum Relief

REAR DOOR

6" Rear Door Knife Valve
w/Camloc 6:00 position

HOSE REEL

Pinch Roller
High Pressure Hose Reel
Rodder Pump Drain Valves

WATER TANKS

Air Purge
Digital Water Level Indicator
Hydro Excavation Kit - Includes
Lances w/ Shield Nozzles
Storage Tray and Vacuum Tube
Final Filter and Silencer Ball
Valve Drains

MISCELLANEOUS

Amber Lights for Flashing Light
Package

LIGHTING

Rear Directional Control LED
Arrowstick
Rear Mounted LED Beacon Light
w/ Limb Guard
Front Mounted LED Beacon Light
w/ Limb Guard
6 Light Package 6 Federal Signal
Strobe Lights LED
Work lights (2) Boom
Work lights (2) Driver &
Passenger Side LED
Work light Manhole

TOOLBOX

Toolbox Behind Cab - 14w 36h x
88d - with Lighting

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX Series and Jetters

10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.

2100 Series, HXX Series and Guzzler only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



Item 10.

- Executed this** 9 **day of** JAN, **20** 24 .

LESSEE (Authorized Party)

Kinloch Equipment & Supply, Inc.

763 109th Street
Arlington, TX 76011

Ph:(817)649-5900

Fax:(817)633-7239

www.kinlochequip.com

Item 10.

Page: 1

RENTAL CONTRACT

12/28/23 12:47

Reservation: A 000203 Date: 12/28/23

Active: Yes

Customer : BREC00
CITY OF BRECKENRIDGE
105 N. ROSE AVE.
BRECKENRIDGE, TX 76424

Phone Day : (254) 559-5630
Night: (254) 559-8287

Sold By : 20 JERED SELLERS

Damage Waiver: No

Unit : VA0076 VACTOR Make: VACTOR Serial: 23-03V-21563

On Rent : 01/09/24 12:46 Meter Out: 201.8
Period : M Quantity: 1.00 Rate: 6,093.00

Line Total: 6,093.00 *

Rates : Day 1.00 Week 4,500.00
Mo/4Wks 6,093.00

Total of Rental lines: 6,093.00 *

Tax: *

Total: 6,093.00 *

Customer is responsible for wear items, unit maintenance, and damages due to operator error / accident / neglect.

Customer also understands the equipment must be returned free of debris and the body must be cleaned. Excessive cleaning required to the inside and/or outside of the unit upon return will be invoiced to the renter. Where applicable, the fuel tank is full upon receipt and must be filled before returning. Customer agrees to all terms and conditions.

Signature: _____ Print: _____

Date: _____

Return

Miles: _____ Hrs: _____

Signature: _____

Date: _____

*** By signing, customer agrees to pay for any damages or repairs by misuse during the time unit is in their possession.

Kinloch Equipment has 48hrs to complete inspection to determine if there are any repairs needed that are the direct result of customers abuse or misuse.