



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

October 14, 2025 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 October 14, 2025 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.

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

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

1. Recognition and presentation of awards for graduates of the 2025 Citizens Academy.

STAFF REPORT

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

City Manager

2. City Business

Employee of the month-Darrell Smith

Body Cam Grant update

Homecoming Parade-after report

3. Upcoming Events

- 10/16 Bulk Pickup
- 10/28 Family Fun Fest
- 10/28 National First Responders Day
- 10/31 Walker Street Trick or Treat
- 11/3-11/7 Municipal Court Week

Police Chief

- 4. Dispatcher recognition of State Certification.

CONSENT AGENDA

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

- 5. Consider approval of the September 2, 2025, regular commission meeting minutes as recorded.
- 6. Consider approval of department head reports and monthly investment reports for August 2025.
- 7. Consider approval of Resolution 2025-27 recognizing the week of November 3-7, 2025, as Municipal Court Week.
- 8. Consider approval of an agreement between the City of Breckenridge and the Swenson Museum.

PUBLIC HEARING ITEMS

- 9. Public Hearing regarding a Specific Use Permit at 1300 W. Jeanette to allow the placement of a tiny house.
- 10. Public Hearing regarding a request to replat the property located at 120 W. Elm - Currently legally described as Original Addition, Block 4, Lot SW/4 & NW/4 into two lots.
- 11. Public Hearing regarding a request to replat the property located at 300 E. Walker - Currently legally described at Original Addition, Block 12, Lot 2, 3, 4, 5 into two lots.

ACTION ITEMS

- 12. Discussion and any necessary action regarding a request for a Specific Use Permit at 1300 W. Jeanette to allow the placement of a tiny house.

- [13.](#) Discussion and any necessary action regarding request to replat the property located at 120 W. Elm - currently legally described as Original Addition, Block 4, Lot SW/4 & NW/4 into two lots.
- [14.](#) Discussion and any necessary action regarding Ordinance 2025-18 on the closure of alley (300 E. Walker).
- [15.](#) Discussion and any necessary action on request to replat the property located at 300 E. Walker - currently legally described as Original Addition, Block 12, Lot 2, 3, 4, 5 into two lots.
- [16.](#) Discussion and any necessary action on approving the Stephens County Appraisal District FY 2025-2026 Budget.
- [17.](#) Discussion and any necessary action regarding the Chamber of Commerce annual report.
- [18.](#) Consider approval of renewal of contract with Chamber of Commerce for HOT funds.
- [19.](#) Discussion and any necessary action regarding Family Fun Festival.
- [20.](#) Discussion and any necessary action regarding approval of an Interlocal for Fire Services with Stephens County.
- [21.](#) Discussion and any necessary action regarding approval of renewing the Interlocal for Animal Control services with Stephens County.
- [22.](#) Discussion and any necessary action regarding approval of an Interlocal for shared use of the Stephens County Law Enforcement Center building.
- [23.](#) Discussion and any necessary action regarding award of Construction bid for TWDB CWSRF Wastewater Treatment Plant Improvements Phase 1.
- [24.](#) Discussion and any necessary action regarding Resolution 2025-29 directing publication of Notice of Intention to Issue \$1,720,000 in Combination Tax and Surplus Revenue Certificates of Obligation to provide funds for Water System Improvements; and resolving other matters relating to the subject.
- [25.](#) Discussion and any necessary action regarding Resolution 2025-28 to accept Steering Committee's recommendation to deny ONCOR's rate case.

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:

26. Fence contract

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):

27. City Manager review

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 **7th day of October 2025**.

City Secretary



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



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of the September 2, 2025, 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 September 2, 2025.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Consider approval of minutes as presented.



REGULAR MEETING OF THE BRECKENRIDGE CITY COMMISSION

Tuesday, September 2, 2025, at 5:30 PM
Breckenridge City Offices Commission Chambers
105 North Rose Avenue
Breckenridge, Texas 76424

MINUTES

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

PRESENT

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

BOB SIMS
BLAKE HAMILTON
GREG AKERS
JUNIOR FERNANDEZ
PAUL HUNTINGTON JR.

CITY MANAGER
CITY SECRETARY
POLICE CHIEF
CODE ENFORCEMENT OFFICER
FIRE CHIEF
PUBLIC SERVICES DIRECTOR
FINANCE DIRECTOR

CYNTHIA NORTHROP
JESSICA SUTTER
BLAKE JOHNSON
J. POTTS
MALCOLM BUFKIN
TAYLOR HARDY
DIANE LATHAM

CALL TO ORDER

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

Invocation

PLEDGE OF ALLEGIANCE

OPEN FORUM

No Speakers

No Action Taken

STAFF REPORT

City Manager

1. City Business

Reschedule October 2nd meeting

Introduction of Taylor Hardy

Update on TWDB Project

Update on ongoing utility projects

Street Project update

2. Upcoming Events

09/08 Citizens Academy

09/13 9-1-1 Benefit (Higginbotham's)

09/17 Homecoming Parade

09/18 Bulk Pickup

10/07 National Night Out

Police Chief

3. Employee of the Month Presentation- Stephen Sharp

No Action Taken

PUBLIC HEARING ITEMS

Mayor Sims opened the Public Hearing at 5:45 p.m.

4. Public Hearing on proposed FY 2025-2026 City of Breckenridge budget.

With there being no speakers, Mayor Sims closed the Public Hearing at 5:48 p.m.

CONSENT AGENDA.

5. Consider approval of the August 5, 2025, regular commission meeting minutes as recorded.

6. Consider approval of the August 26, 2025, special commission meeting minutes as recorded.

7. Consider approval of department head reports and monthly investment reports for July 2025.

8. Consider approval of Resolution 2025-23 confirming and accepting securities pledged for municipal funds while acting as City Depository.
9. Consider approval of Resolution 2025-25 for recommended Board of Director appointments to the BEDC.

Commissioner Hamilton made a motion to approve consent agenda items 5-9 as presented. Commissioner Huntington seconded the motion. The motion passed 5-0.

ACTION ITEMS

10. Discussion and any necessary action regarding the BEDC FY 2025-2026 Budget.

Executive Director of the BEDC, Michael Paris, presented commissioners with the FY 2025-2026 Budget.

Commissioner Huntington made a motion to approve the BEDC FY 2025-2026 Budget as presented. Mayor Pro Tem Akers seconded the motion. The motion passed 5-0.

11. Discussion and any necessary action approving the Facility Use Agreement with Stephens County Humane Society for a city owned building located at 210 N. Live Oak Street, Breckenridge, previously known as the Sis Clark Building.

City Manager Northrop explained that this facility use agreement has no changes and is a renewal for one year.

Mayor Pro Tem Akers made a motion to approve the Stephens County Humane Society Facility Use Agreement as presented and authorize the City Manager to execute the documents. Commissioner Freeman seconded the motion. The motion passed 5-0.

12. Discussion and any necessary action on approving Ordinance 2025-17 adopting a budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, in accordance with the laws of the State of Texas, appropriating the various amounts thereof, and repealing all Ordinances in conflict therewith; and providing for an effective date.

City Manager Northrop explained that this action item is to approve the Fiscal Year 2025-2026 budget that has been presented to commissioners.

Commissioner Hamilton made a motion to approve Ordinance 2025-17 and set and approve the Municipal Budget for the 2025-2026 Fiscal Year. Commissioner Huntington seconded the motion. City Secretary Jessica Sutter took a roll call vote with Mayor Sims voting Aye, Commissioner Hamilton Voting Aye, Mayor Pro Tem Akers voting Nay, Commissioner Fernandez voting Nay, and Commissioner Huntington Voting Yay. The motion passed 3-2.

13. Discussion and any necessary action regarding approval of Resolution 2025-24 ratifying the tax revenue for the tax year 2025 (FY 2025-2026) for the City of Breckenridge.

City Manager Northrop reviewed the proposed tax rate of \$1.02893.

Commissioner Hamilton made a motion to ratify the property tax increase reflected in the adopted budget for Fiscal Year 2025-2026. Commissioner Huntington seconded the motion. City Secretary Jessica Sutter took a roll call vote with Mayor Sims Voting Yay, Commissioner Hamilton voting Yay, Mayor Pro Tem Akers Voting Yay, Commissioner Fernandez voting Yay, and Commissioner Huntington voting Yay. The motion passed 5-0.

14. Discussion and any necessary action regarding Ordinance 2025-15 Levying Ad Valorem Taxes for the Use and Support of the Municipal Government of the City of Breckenridge, Texas, and providing for the Interest and Sinking Fund for the Fiscal Year 2025-2026; Directing the collection thereof; and providing for the time of paying the Ad Valorem taxes levied and providing that taxes become delinquent if not paid.

Commissioner Hamilton made a motion to approve Ordinance 2025-15 and that the property tax rate be increased by the adoption of a tax rate of \$102893 which is effectively a 3.11 percent increase in the tax rate. Commissioner Huntington seconded the motion. City Secretary Jessica Sutter took a roll call vote with Mayor Sims voting Yay, Commissioner Hamilton voting Yay, Mayor Pro Tem Akers voting Nay, Commissioner Fernandez voting Nay, and Commissioner Huntington Voting Yay. The motion passed 3-2.

15. Discussion and any necessary action regarding Ordinance 2025-16 amending FY 2024-2025 official budget adopted by Ordinance 2024-16.

City Manager Northrop explained that budget amendments are generally presented either biannually or quarterly when a need arises to revise the current year's approved fiscal budget. Amendments to the budget can be found in the agenda packet for review.

Commissioner Huntington made a motion to Approve Ordinance 2025-16 as presented. Commissioner Hamilton seconded the motion. The motion passed 3-2 with Commissioner Fernandez and Mayor Pro Tem Akers voting Nay.

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

No requests.

ADJOURN

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

Bob Sims, Mayor

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of department head reports and monthly investment reports for August 2025.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

The City approves an investment policy that complies with the Public Funds Investment Act of 1987 annually. The city allows investments in money market accounts, certificates of deposits, and investment pools. The Treasurer or their designee is required to provide a quarterly investment report to the Commissioners.

The staff provides commissioners monthly with departmental reports and finance reports, including investment reports. This aids in the transparency of the staff's accomplishments and the city's current financials for commissioners and citizens.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Consider approval of departmental reports and monthly investment reports for August 2025.



DEPARTMENTAL REPORTS

AUGUST 2025

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

Finance

Bank Statement Balances



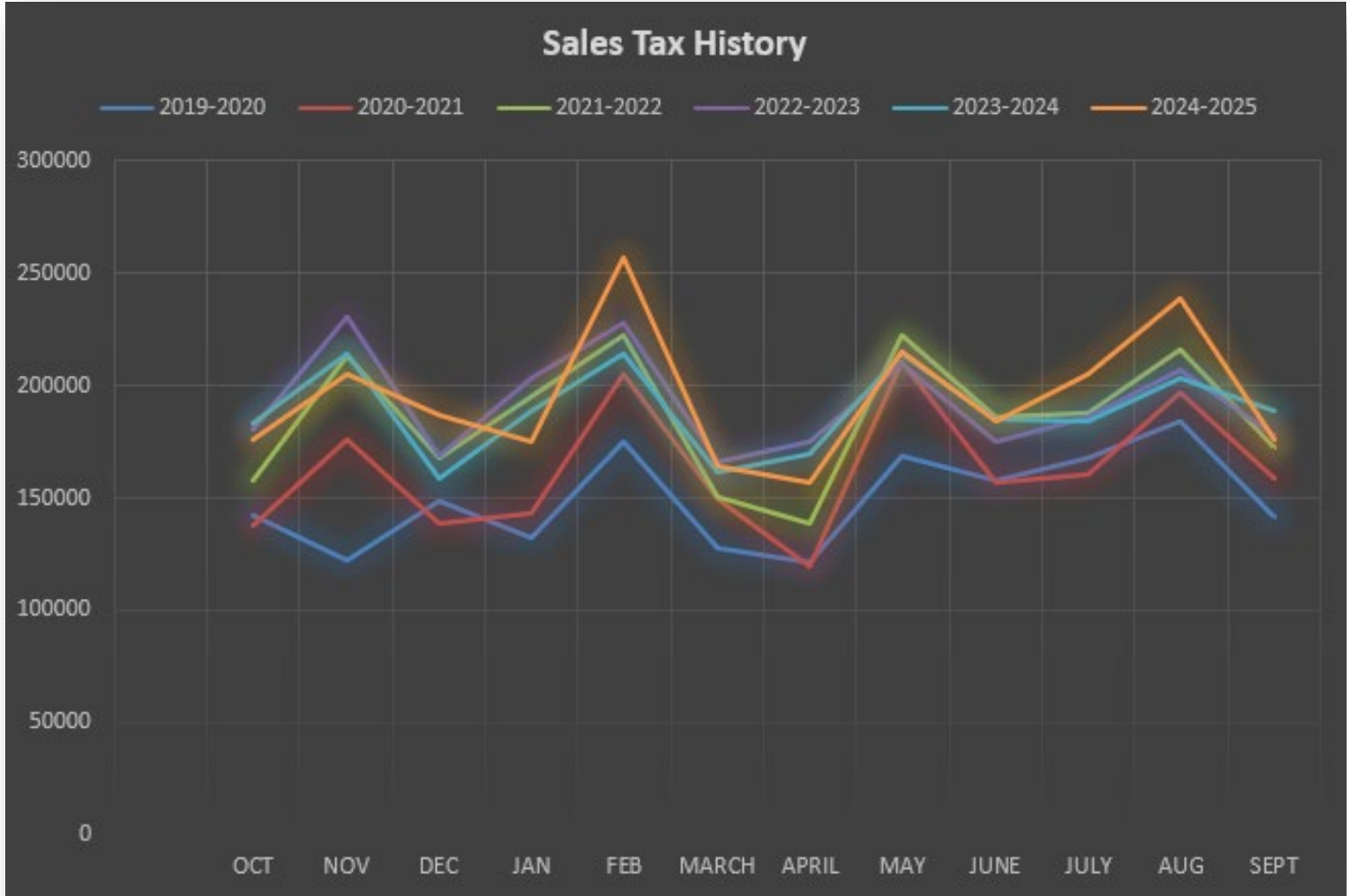
Diane Latham

	Account Name	Balances as of Aug. 2024	Balances as of Aug 2023
1001	GENERAL FUND	\$ 1,928,234.73	\$ 2,226,550.38
1013	ARSON FUND	\$ 509.89	\$ 509.89
1014	FEDERAL TAX & LOAN	\$ 81.49	\$ 82.10
1001	WATER FUND	\$ 1,884,129.69	\$ 2,009,385.16
1001	WASTEWATER FUND	\$ 1,436,294.21	\$ 1,542,795.63
1001	SANITATION	\$ 35,560.01	\$ 31,583.84
1001	FIRE DEPT. SPECIAL	\$ 10,649.90	\$ 7,940.15
1001	FORFEITED PROPERTY	\$ 1,481.30	\$ 1,485.09
1002	PAYROLL FUND	\$ 31,683.42	\$ 33,148.87
1001	EQUIP. REPLACEMENT FUND	\$ 293,646.22	\$ 320,507.75
1001	STREET MAINTENANCE	\$ 297,528.26	\$ 546,297.64
1001	BRECKENRIDGE PARK FUND	\$ 9,635.47	\$ 8,692.52
1001	POLICE DEPT. SPECIAL	\$ 13,645.92	\$ 13,680.79
1001	Excess Sales Tax Revenue	\$ 17,674.21	\$ 17,719.40
1001	Breck Trade Days	\$ 39,517.85	\$ 39,618.88
1051	CO 2017 A&B Sinking /Rd	\$ -	\$ -
1001	Water Capital Projects	\$ (109,693.27)	\$ (110,693.27)
1001	Wastewater Capital Projects	\$ 164,314.28	\$ 164,314.28
1001	Capital Improvement Project	\$ 102,384.69	\$ 119,148.28
1058	GENERAL DEBT SERVICE FUND	\$ -	\$ -
1001	General Debt Service Fund P/C	\$ 389,177.82	\$ 527,405.79
1001	REVENUE DEBT SERVICE FUND	\$ 178,151.76	\$ 227,488.87
1025	Rescue Boat Donation	\$ 1,817.20	\$ 1,821.75
1073	CWSRF LF1001492	\$ 3.02	\$ 32,004.04
1076	CWSRF LF1001492 ESCROW	\$ 1,221,670.84	\$ 1,108,757.71
1056	CWSRF CO 2022A L1001491	\$ 1.00	\$ 1.00
1074	CWSRF CO 2022A L1001491 ESCROW	\$ 982,155.75	\$ 1,022,036.61
1072	CWSRF CO 2022A L1001426	\$ 1.00	\$ 1.00
1075	CWSRF CO 2022A L1001426 ESCROW	\$ 2,080,096.14	\$ 2,164,559.40
1071	DWSRF LF1001495	\$ 2.10	\$ 4.27
1079	DWSRF LF1001495 ESCROW	\$ 1,274,205.60	\$ 1,191,917.50
1070	DWSRF CO 2022B L1001493	\$ 1.00	\$ 1.00
1078	DWSRF CO 2022B L1001493 ESCROW	\$ 1,417,506.75	\$ 1,475,065.38
1057	DWSRF CO 2022B L1001494	\$ 1.00	\$ 1.00
1077	DWSRF CO 2022B L1001494 ESCROW	\$ 993,608.45	\$ 1,033,954.49
1010	LOGIC CO 2023	\$ 7,662,421.20	\$ 4,427,616.89
	TOTAL - ALL FUNDS	\$ 22,358,098.90	\$ 20,185,404.08

Item 6.

Fiscal Year Sales Tax Revenue Received

MONTH RECEIVED	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
OCT	\$ 142,235.00	\$ 138,040.00	\$ 157,493.00	\$ 180,530.00	\$ 182,914.00	\$ 176,173.38
NOV	\$ 122,415.00	\$ 176,091.00	\$ 213,510.00	\$ 230,739.00	\$ 214,002.00	\$ 205,342.24
DEC	\$ 149,000.00	\$ 138,215.00	\$ 167,667.00	\$ 169,037.00	\$ 158,898.22	\$ 186,724.15
JAN	\$ 132,144.00	\$ 142,770.00	\$ 195,423.00	\$ 203,137.00	\$ 188,303.00	\$ 175,492.04
FEB	\$ 175,232.00	\$ 204,822.00	\$ 222,525.00	\$ 228,165.00	\$ 214,081.01	\$ 256,722.47
MARCH	\$ 127,285.00	\$ 149,849.00	\$ 150,395.00	\$ 166,133.00	\$ 161,140.16	\$ 163,877.32
APRIL	\$ 121,607.00	\$ 119,118.00	\$ 138,407.00	\$ 175,455.75	\$ 169,163.00	\$ 157,154.10
MAY	\$ 168,693.00	\$ 210,823.00	\$ 222,804.00	\$ 210,071.22	\$ 213,927.83	\$ 215,254.59
JUNE	\$ 158,145.00	\$ 157,037.00	\$ 185,695.00	\$ 175,128.00	\$ 185,557.61	\$ 184,180.99
JULY	\$ 167,474.00	\$ 160,631.00	\$ 187,757.00	\$ 185,736.00	\$ 184,363.32	\$ 205,052.41
AUG	\$ 183,855.00	\$ 196,582.00	\$ 215,658.00	\$ 206,710.00	\$ 203,593.65	\$ 238,789.51
SEPT	\$ 141,151.17	\$ 158,558.00	\$ 172,552.00	\$ 177,704.47	\$ 188,524.22	\$ 175,835.01
TOTAL	\$ 1,789,236.17	\$ 1,952,536.00	\$ 2,229,886.00	\$ 2,308,546.44	\$ 2,264,468.02	\$ 2,340,598.21



SECURITIES PLEDGED

The following shows the calculation of deposit coverage for the deposits of The City of Breckenridge held in
 Clear Fork Bank on: August 28, 2025 and securities pledged as of: August 27, 2025

Checking account balances:	\$ 7,779,034.31
CD balances:	\$ -
Total on deposit:	<u>\$ 7,779,034.31</u>

FDIC Insurance coverage:	
Checking account balances:	\$ 250,000.00
CD balances:	\$ -
	<u>\$ 250,000.00</u>

Total Deposit balance	
less FDIC coverage:	<u>\$ 7,529,034.31</u>

Securities pledged at market value:	<u>\$ 7,788,997.89</u>
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Excess securities pledged:	<u>\$ 259,963.58</u>
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2023 CO BOND

BOND
AMOUNT

•\$8,641,984.74

BANK
TRANSFERS

•\$4,972,555.00

TOTAL
INTEREST
EARNED

•\$726,647.14

CURRENT
BALANCE

•\$4,396,076.88

2023 CO BOND-LOGIC PROJECT EXPENDITURES

Item 6.

STREETS

\$3,912,857.95

PARK IMPROVEMENT

\$779,995.17

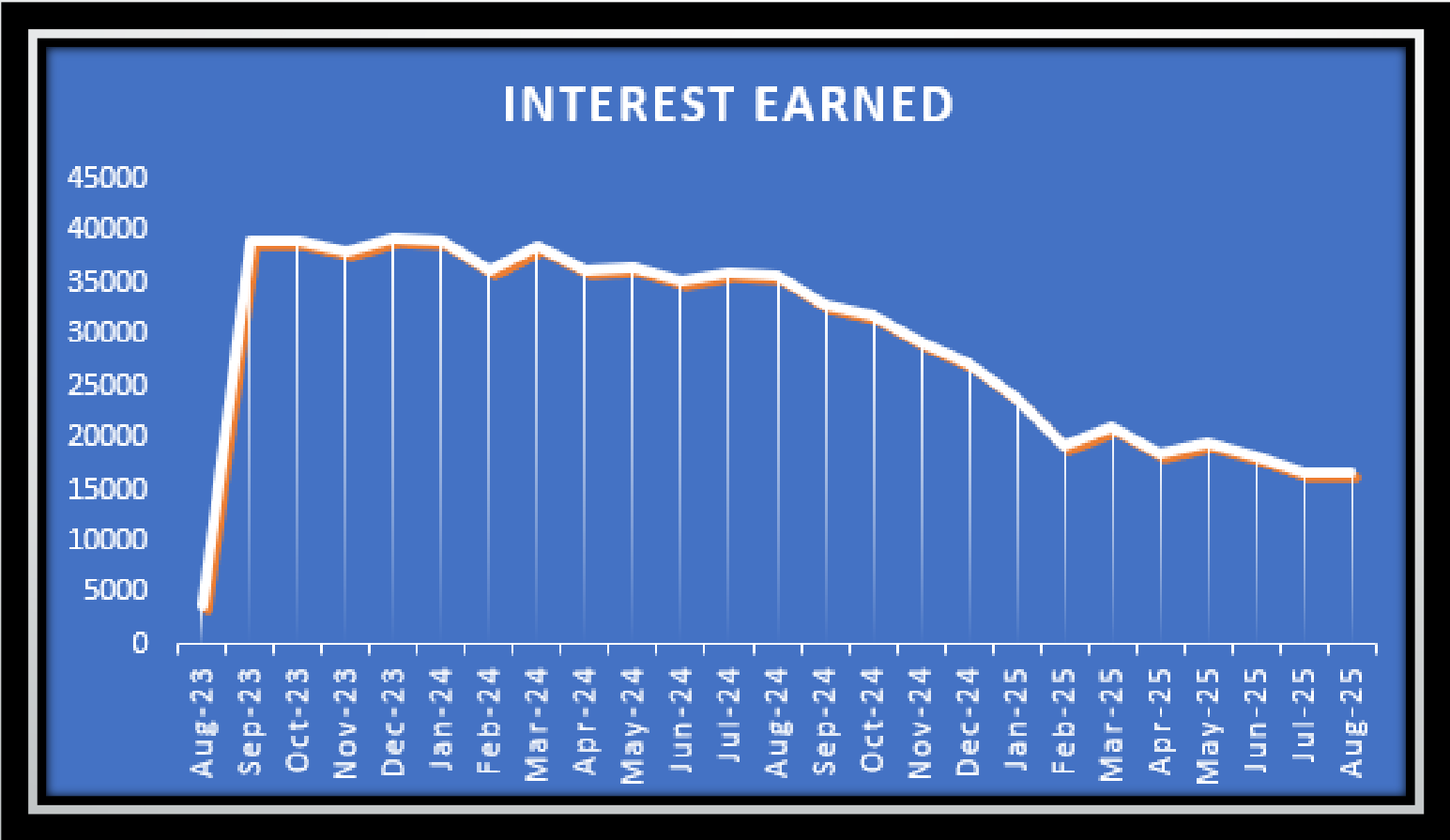
FACILITIES IMPROVEMENT

\$279,118.76

2023 CO BOND-LOGIC INTEREST EARNED

AUGUST 2025: \$16,540.99

TOTAL: \$726,647.14



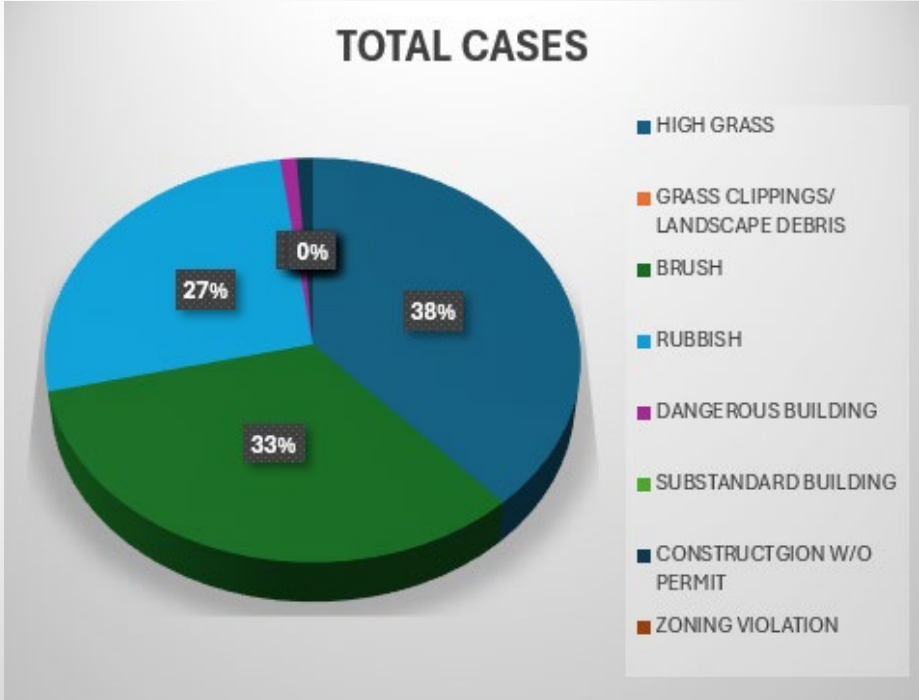
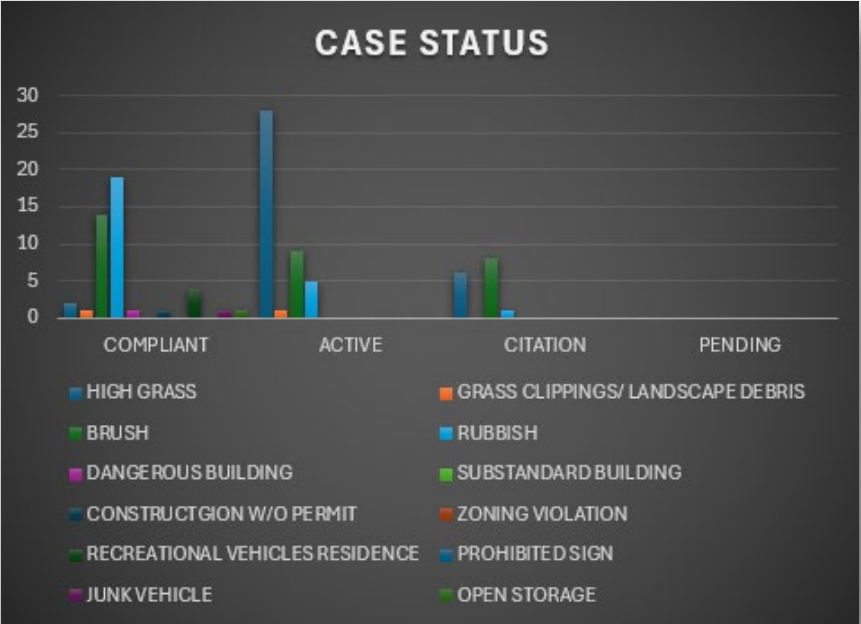
BUILDING & DEVELOPMENT

Item 6.

AUGUST 2025		FY 2024-2025
Permits Issued:		
Building	6	43
Roof	1	11
Fence, windows, siding, etc.	2	8
Sign	1	6
Mobile home	0	10
Certificate of Occupancy	2	8
Electrical	9	82
Plumbing	6	36
Gas line	3	28
Irrigation	0	2
HVAC	2	20
Moving	0	0
Demolition	0	0
P&Z	0	1
Variance	0	1
Prelim/final plat/replat	0	3 replats
Solicitor/vendor	3	6
Beer/wine/liquor license	1	19
Gaming machine license	0	4
Food Mobile Unit	2	18
Fire alarm	0	2
Fire sprinkler	0	1

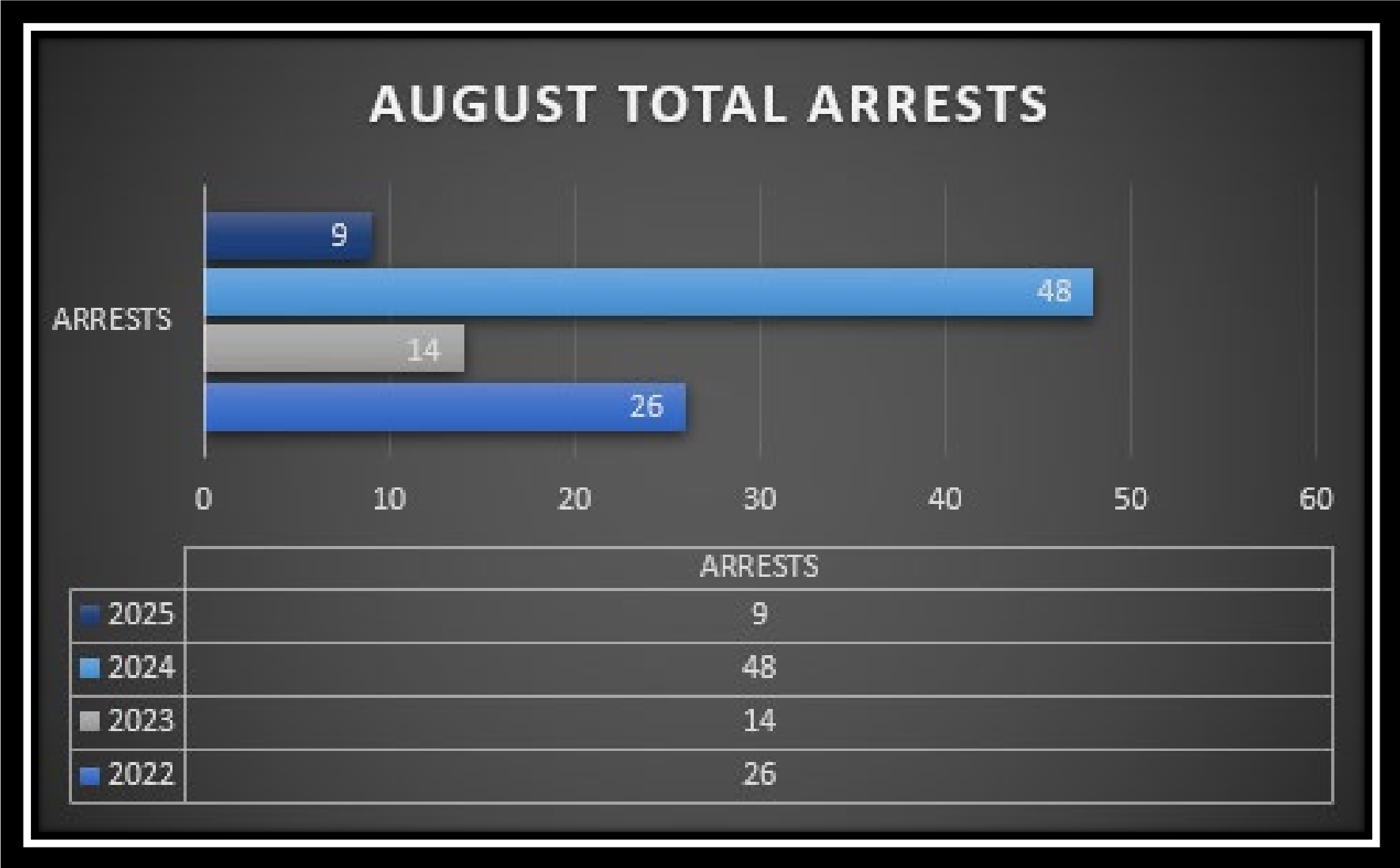
CODE ENFORCEMENT

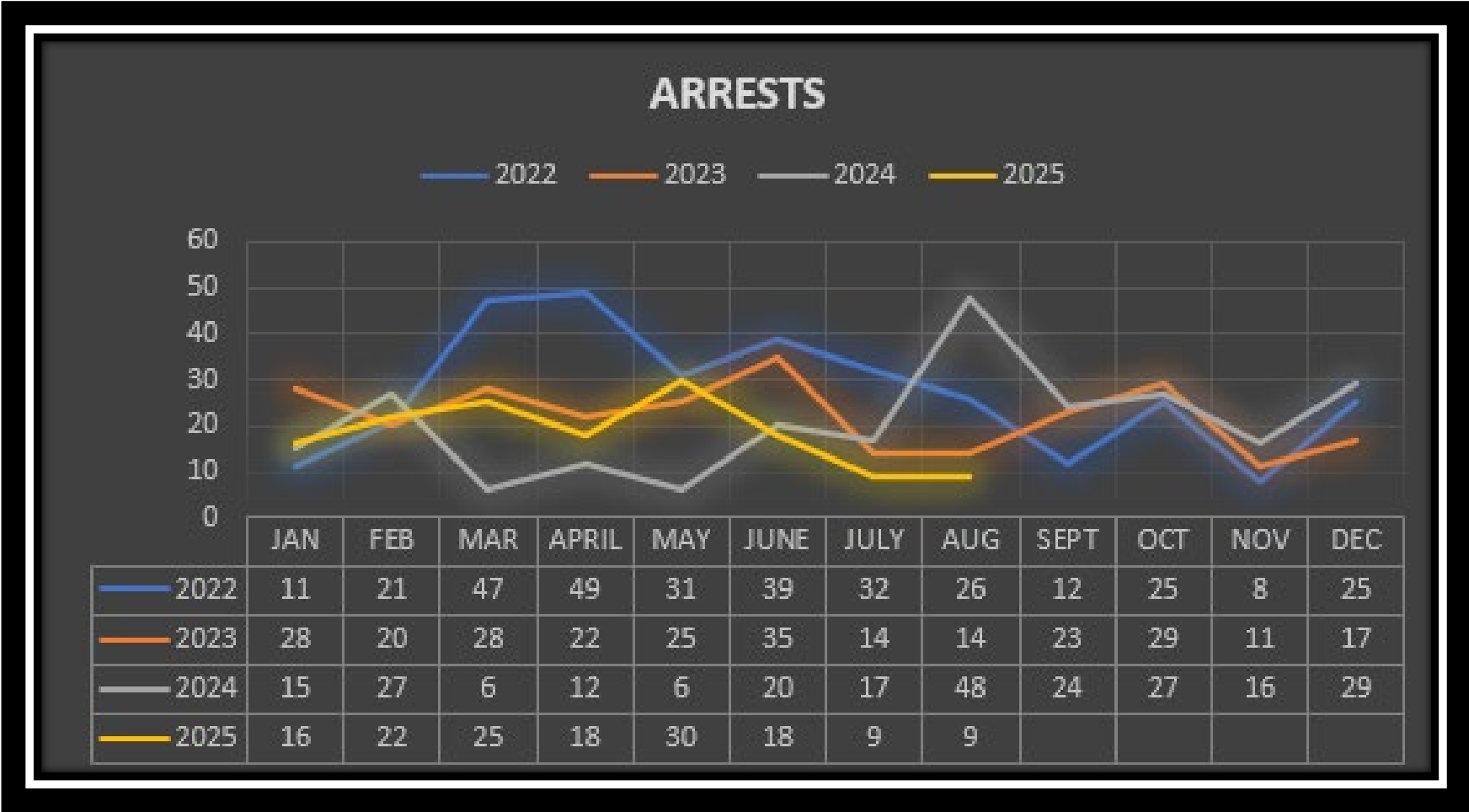
AUGUST 2025 CASES: 105



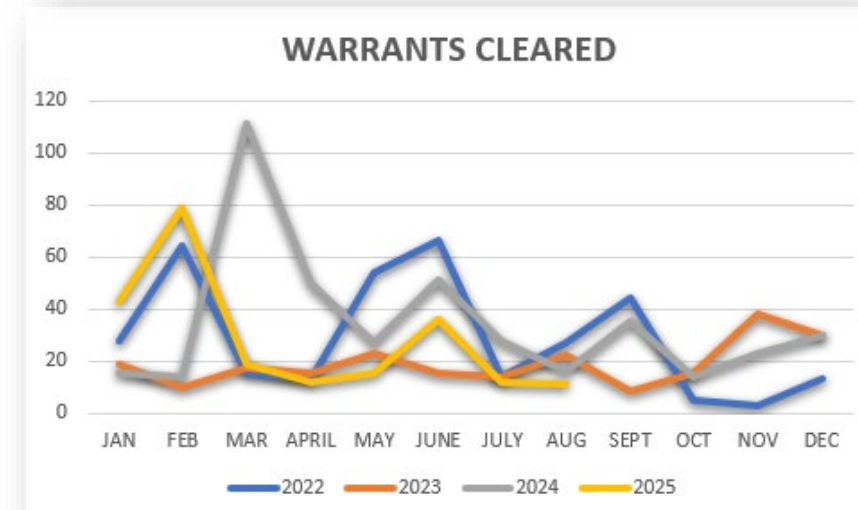
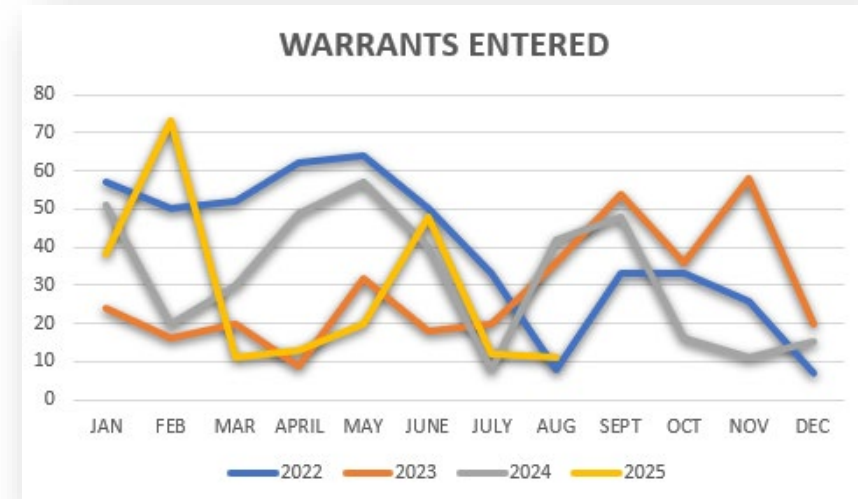
BRECKENRIDGE POLICE DEPARTMENT



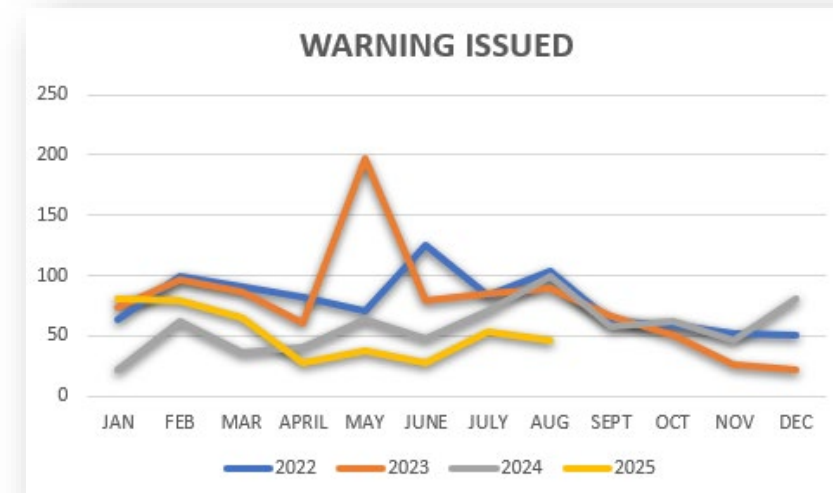
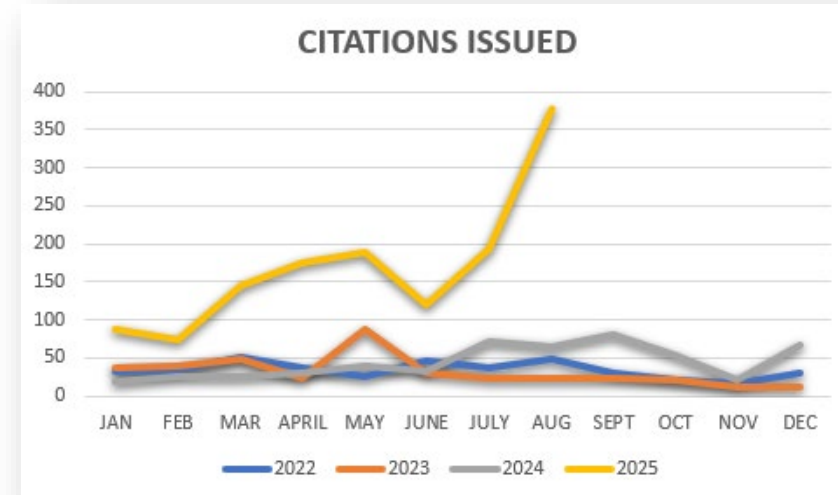




AUGUST WARRANTS



AUGUST CITATIONS & WARNINGS



CALL TYPE		
	CITY	COUNTY
AGGRESSIVE	17	
BITE	2	
CARCASS	36	
INJURED/SICK	3	
RETURNED TO OWNER IN FIELD		
RUNNING AT LARGE	49	
NUISANCE/COMPLAINT		
WELFARE CHECK	142	
OTHER	190	
TOTAL	439	0

**AUGUST
ANIMAL
CONTROL**

TOTAL CALLS: 439

AUGUST

ANIMAL CONTROL

SHELTER INTAKE		
	CITY	COUNTY
STRAY/RUNNING AT LARGE	10	
SEIZED BY LAW	17	
OWNER SURRENDER	2	
RABIES QUARANTINE OBSERVATION	2	
TOTAL	31	0

RABIES QUARANTINE OBSERVATION		
	CITY	COUNTY
HOME QUARANTINE	2	
SHELTER QUARANTINE		
TOTAL	2	0

TOTAL IN SHELTER AT END OF MONTH		
CITY	26	
COUNTY	1	
CITY QUARANTINE		
COUNTY QUARANTINE		
TOTAL	27	

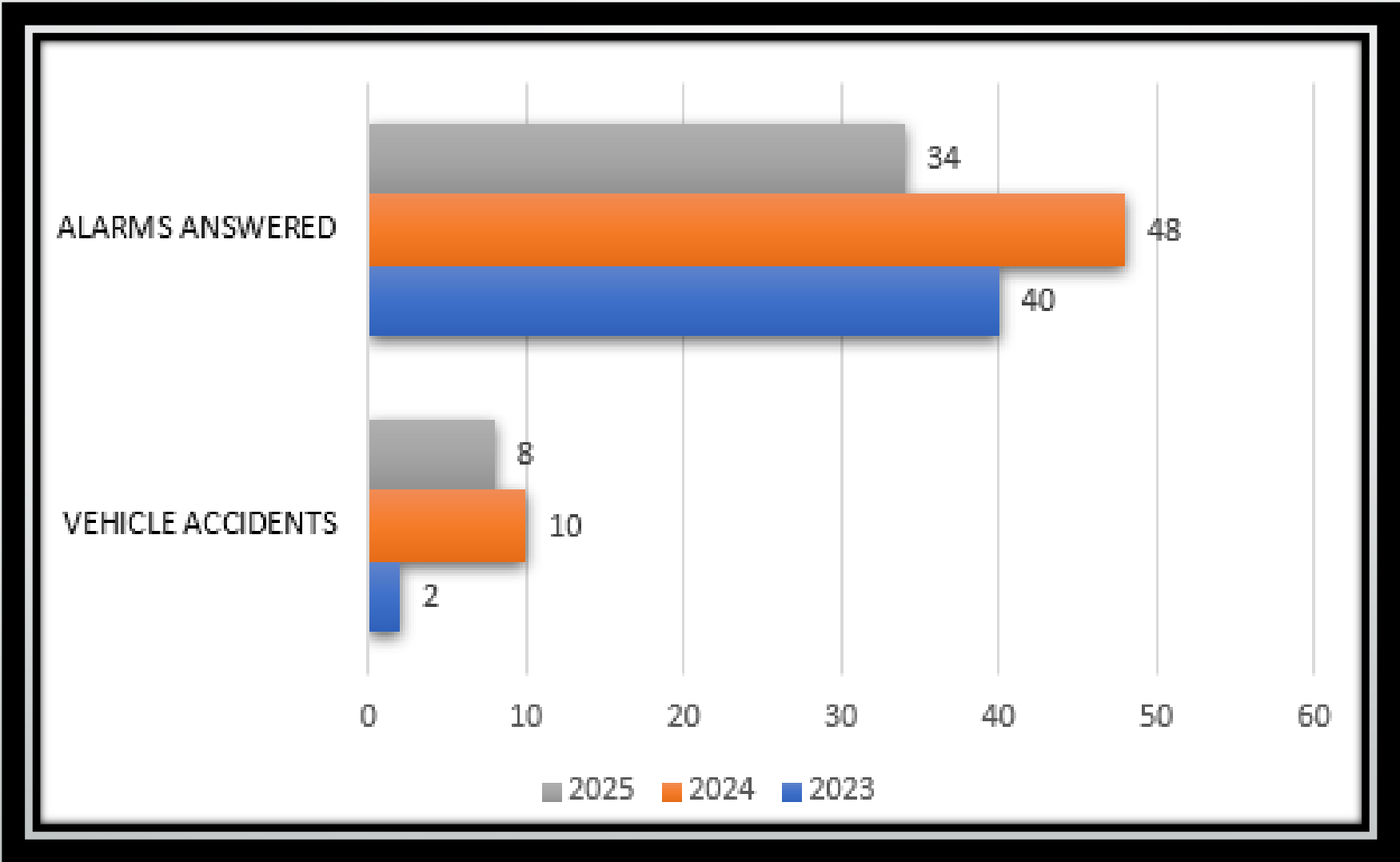
LEFT THE SHELTER		
	CITY	COUNTY
ADOPTED FROM SHELTER	6	
RECLAIMED BY OWNER	6	
RETURNED AFTER QUARANTINE		
TRANSFERRED TO RESCUE PARTNER	12	
TOTAL	24	0

HUMANE EUTHANASIA		
	CITY	COUNTY
BEHAVIORAL	7	
MEDICAL	5	
OWNER SURRENDER		
TOTAL	12	0

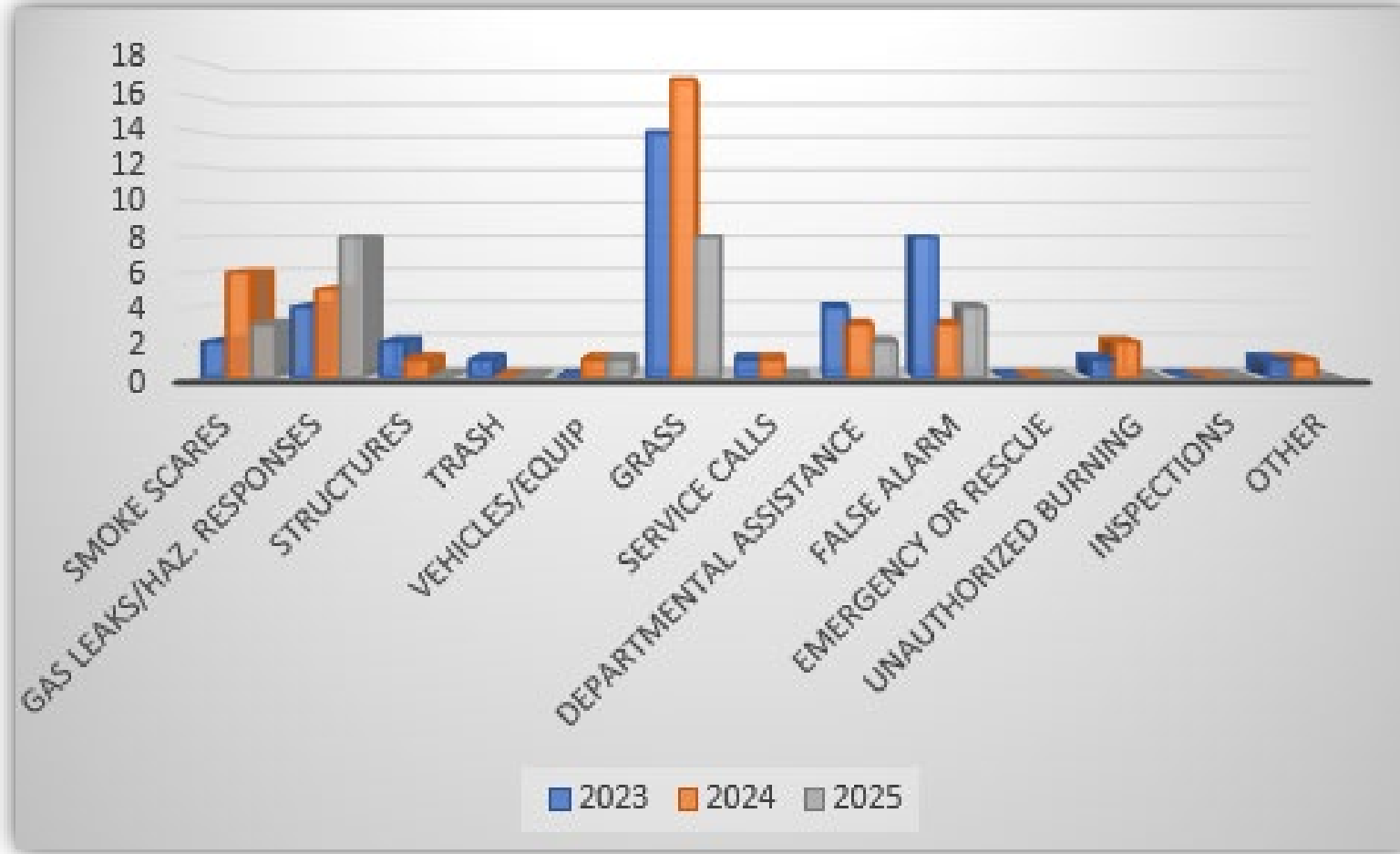
CITATIONS ISSUED	307
WARNING ISSUED	18
CASES IN MUNICIPAL COURT	

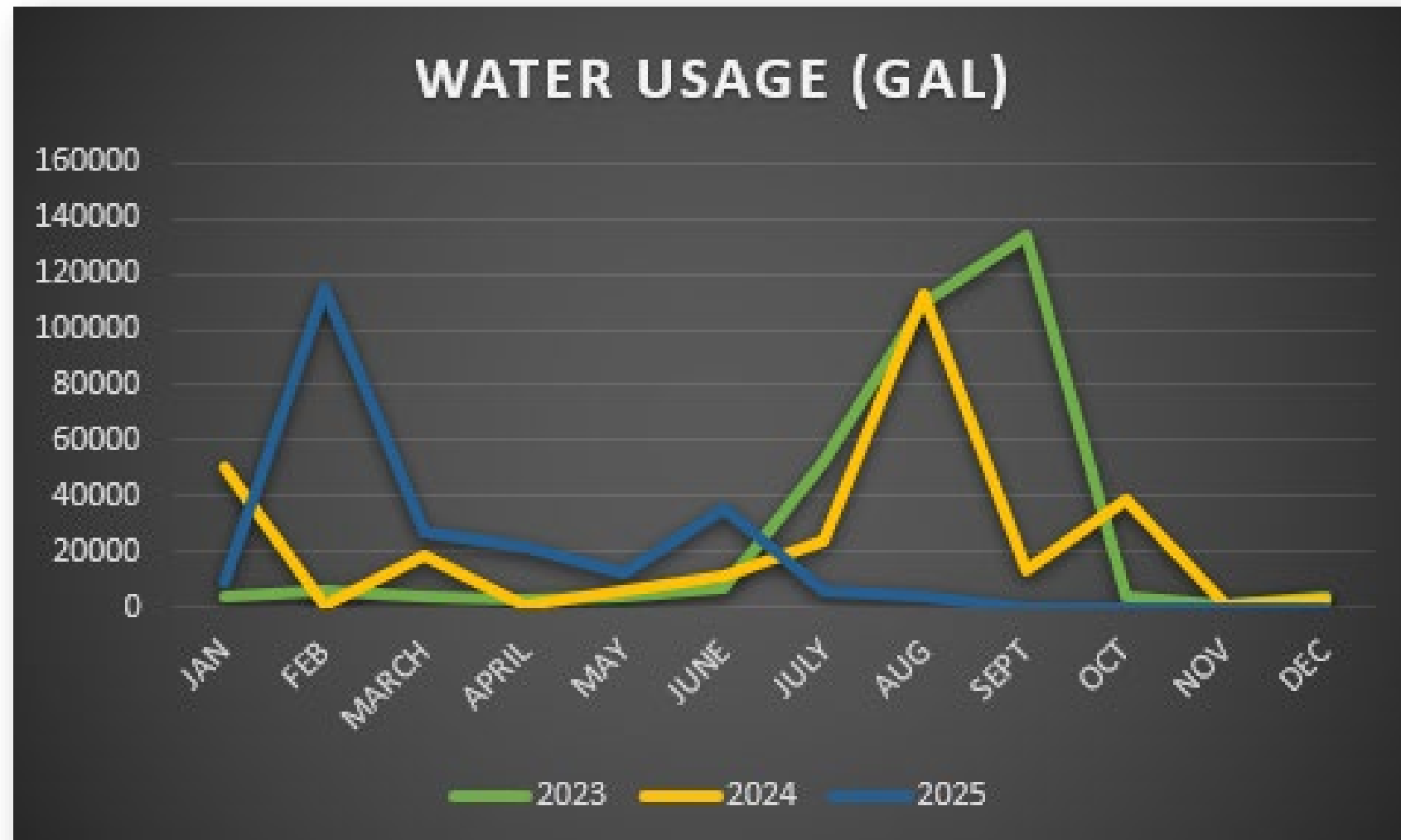


AUGUST 2025



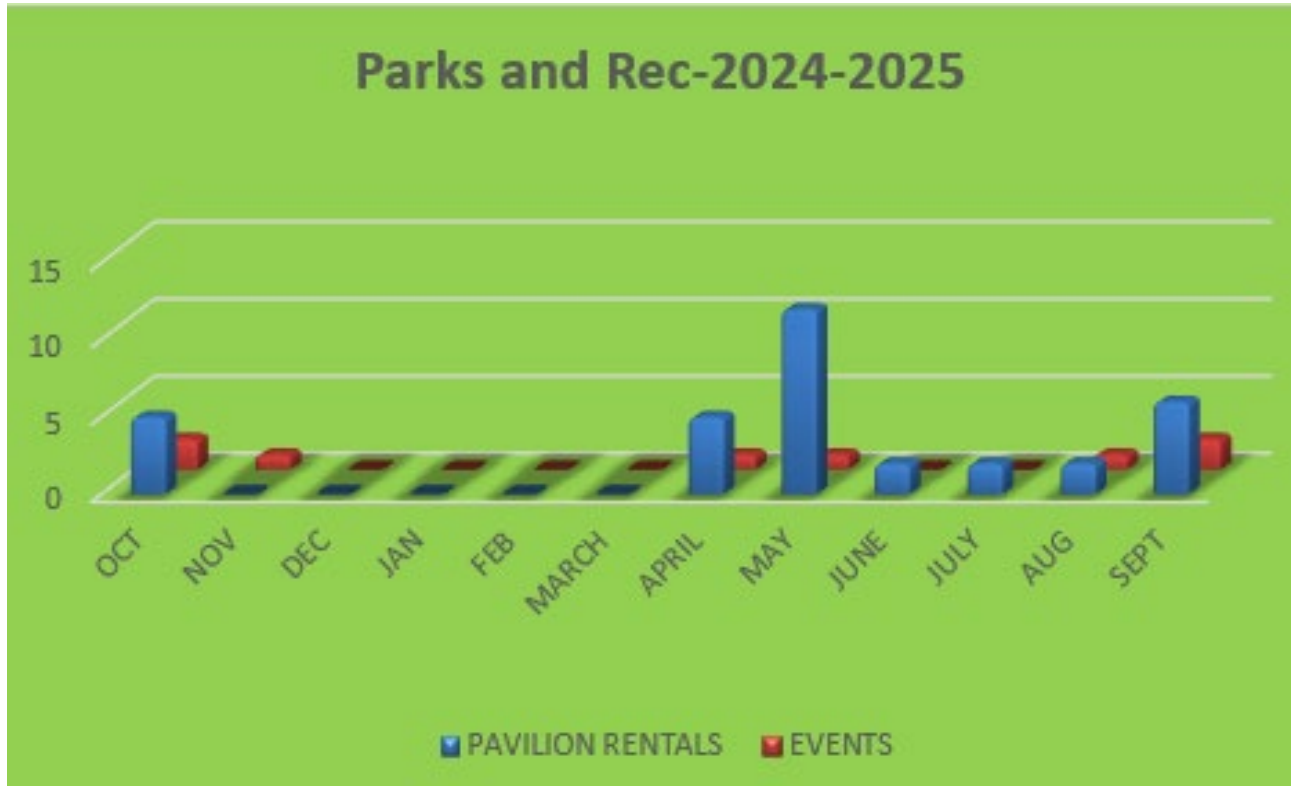
AUGUST CALLS FOR SERVICE



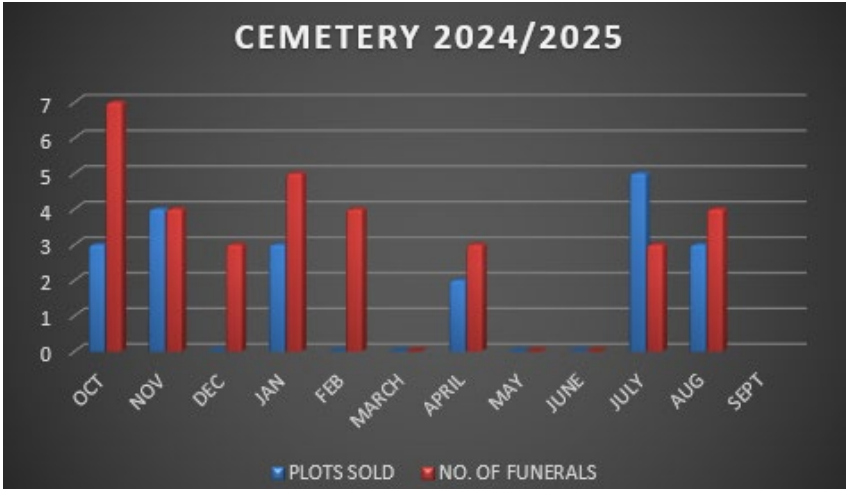




PARKS & CEMETERY



- 2 pavilion rentals.
- 1 event at the volleyball court.
- The pool is covered and officially closed for the season.
- Maintaining the grounds.



- 4 burials
- 3 spaces sold
- Continued maintenance

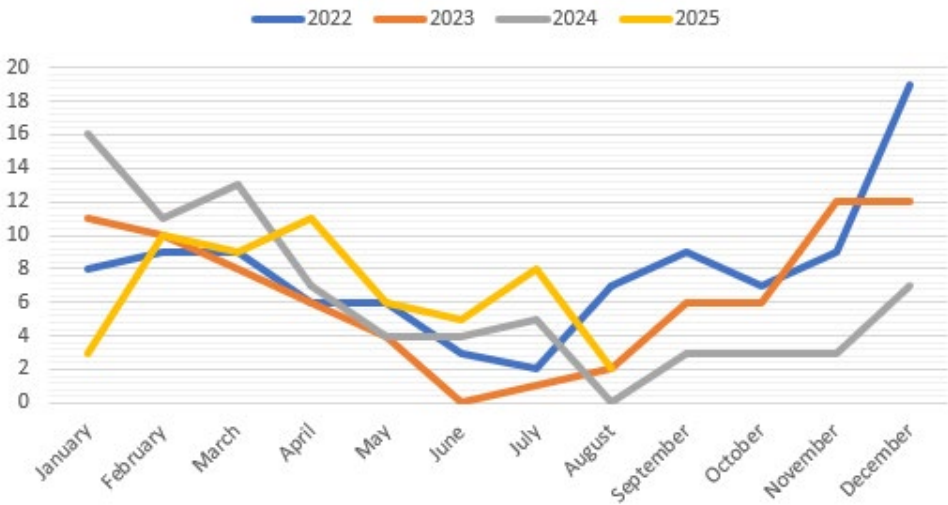
CEMETERY

PUBLIC

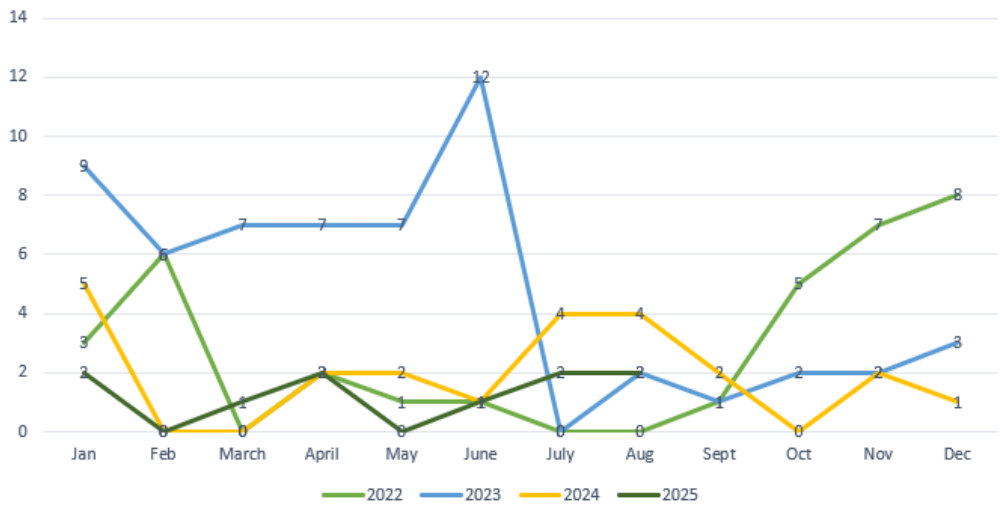


WORKS

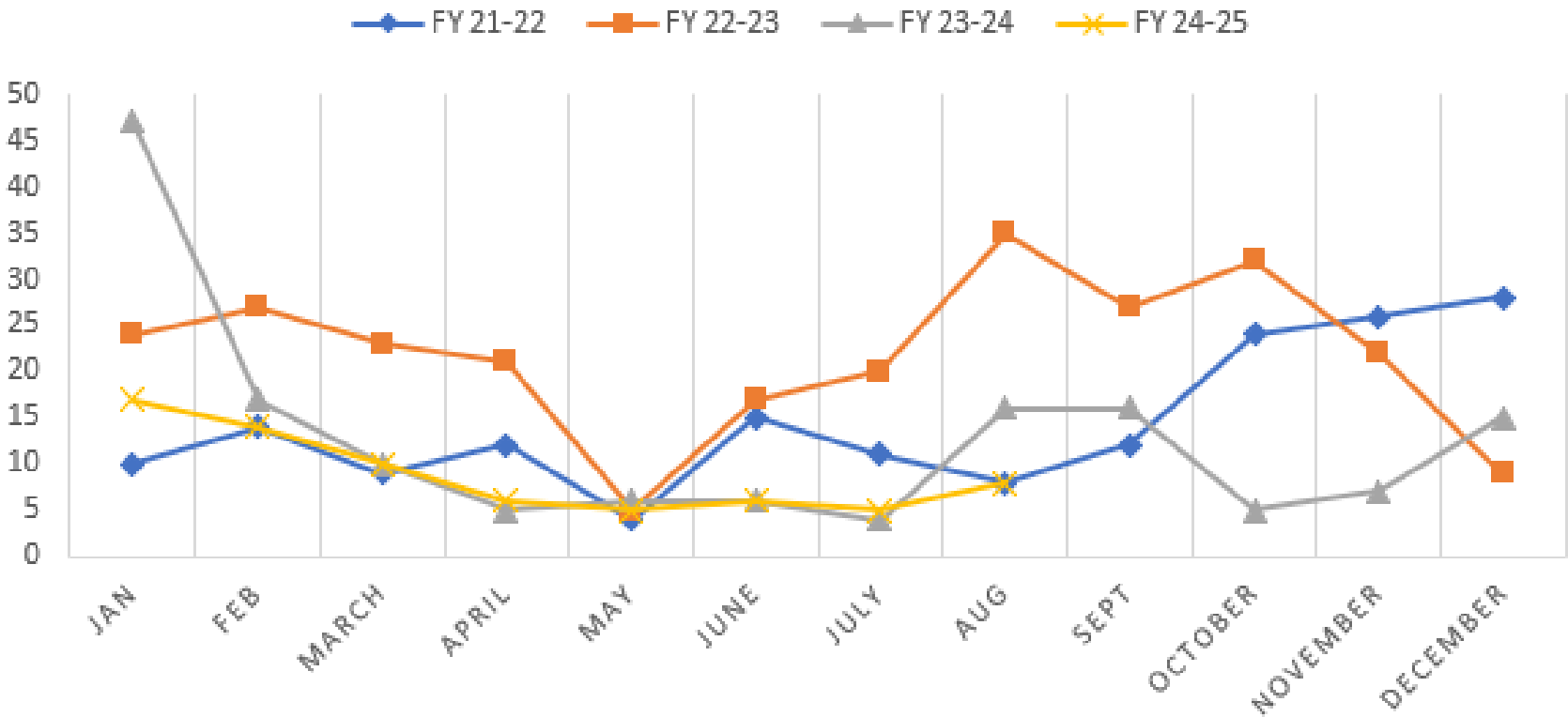
SEWER STOPPAGES



Meter Leak Report



WATER LEAKS





BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of Resolution 2025-27 recognizing the week of November 3-7, 2025, as Municipal Court Week.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City of Breckenridge joins municipal courts, city councils, and communities throughout Texas in showing appreciation for the dedicated municipal judges, court clerks, court administrators, prosecutors, bailiffs, and warrant officers who comprise the Texas municipal courts during the week of November 3-7, 2025.

Municipal Court Week is a wonderful time to not only recognize how much municipal courts do but to share with the public the significant role that local courts and their personnel play in the criminal justice system and the larger community. It is noteworthy to highlight our partnership with Stephens County and our interlocal with them that allows Justice of the Peace, Steve Spoon, to also serve as our Municipal Court Judge.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Consider approval of Resolution 2025-27 as presented.

RESOLUTION NO. 2025-27**IN RECOGNITION OF MUNICIPAL COURTS WEEK****A RESOLUTION RECOGNIZING THE IMPORTANCE OF MUNICIPAL COURTS, THE RULE OF LAW, AND THE FAIR AND IMPARTIAL ADMINISTRATION OF JUSTICE**

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court;

WHEREAS, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Breckenridge Municipal Court is a state court and its judges are members of the state judiciary;

WHEREAS, the procedures for the Breckenridge Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

WHEREAS, the City of Breckenridge is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, Breckenridge Municipal Judges are not policy makers for the City of Breckenridge but are bound by the law and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, city officials, and employees;

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Breckenridge Municipal Court in complying with such legal requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRECKENRIDGE, TEXAS, THAT THE WEEK OF NOVEMBER 3-7, 2025, IS HEREBY RECOGNIZED AS MUNICIPAL COURTS WEEK IN RECOGNITION OF THE FAIR AND IMPARTIAL JUSTICE OFFERED TO OUR CITIZENS BY THE MUNICIPAL COURT OF BRECKENRIDGE.

PASSED AND APPROVED ON THIS THE 14TH DAY OF OCTOBER 2025.

BOB SIMS, MAYOR

ATTEST:

JESSICA SUTTER, CITY SECRETARY



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of an agreement between the City of Breckenridge and the Swenson Museum.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City of Breckenridge has supported the Swensen Museum for the past several years. This agreement is for the period of October 1, 2025, through September 30, 2026. The City agrees to fund the Swenson Museum in the amount of \$2500 annually.

FINANCIAL IMPACT:

\$2,500 annually

STAFF RECOMMENDATION:

Consider approval of the Swenson Museum Agreement.

September 2, 2025

United Fund of Breckenridge, Inc.
105 N Rose
Breckenridge, TX 76424

Re: Financial Assistance: Swenson Memorial Museum

To Whom It May Concern:

The Board of Directors of Swenson Memorial Museum want to thank the City of Breckenridge for the financial support you provided in the most recent budget cycle.

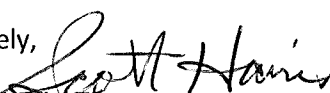
We are requesting that you continue the current level of assistance thru the budget cycle you are currently evaluating.

As we have stated in the past, maintaining an older building can be expensive. We have been successful in obtaining grant funding to cover the cost of maintaining our building. We have not been successful in obtaining grants for operations or non-repair and maintenance items. We plan to expand our grant writing efforts to include operation cost, but at present have not located anyone who funds grants for operation cost!

I have attached a Balance Sheet and a Profit and Loss statement as of July 1, 2025 that reflects our current need for assistance.

Again we thank you for your support. If you have any questions feel free to contact me at 254-559-0142.

Sincerely,


Scott Harris, Treasurer

11:09 AM

Swenson Memorial Museum of Stephens Co.

08/29/25

Balance Sheet

Accrual Basis

As of July 31, 2025

	Jul 31, 25
ASSETS	
Current Assets	
Checking/Savings	
Clear Fork Bank	27,888.64
Interbank	13,664.50
Petty Cash	128.83
Total Checking/Savings	41,681.97
Total Current Assets	41,681.97
Fixed Assets	
Accumulated Depreciation	-174,702.00
Furniture and Fixtures	11,927.00
Land	16,000.00
Museum Building	130,471.00
Total Fixed Assets	-16,304.00
TOTAL ASSETS	25,377.97
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-223.17
Total Accounts Payable	-223.17
Other Current Liabilities	
P	1,035.37
PAYROLL LIABILITIES.	
FUTA Payable	55.82
Medicare Employee Payable	20.51
Medicare Employer Payable	20.51
SUTA Payable	-0.71
Total PAYROLL LIABILITIES.	96.13
Total Other Current Liabilities	1,131.50
Total Current Liabilities	908.33
Total Liabilities	908.33
Equity	
Opening Balance Equity	192,830.56
Unrestricted Net Assets	-148,229.63
Net Income	-20,131.29
Total Equity	24,469.64
TOTAL LIABILITIES & EQUITY	25,377.97

11:08 AM

Swenson Memorial Museum of Stephens Co.

08/29/25

Profit & Loss

Accrual Basis

January through July 2025

	Jan - Jul 25
Ordinary Income/Expense	
Income	
Direct Public Support	
Gifts in Kind - Goods	950.00
Individ, Business Contributions	2,050.00
Total Direct Public Support	3,000.00
Investments	
Interest-Savings, Short-term CD	
Intrest Income	7.98
Total Interest-Savings, Short-term CD	7.98
Total Investments	7.98
Program Income	117.69
ROYALTY INCOME	1,359.97
Total Income	4,485.64
Gross Profit	4,485.64
Expense	
Business Expenses	-1,250.00
Contract Services	
Accounting Fees	600.00
Total Contract Services	600.00
Operations	
Dues and Subscriptions	99.11
Insurancce	5,794.89
Postage, Mailing Service	100.00
Printing and Copying	128.19
Property Tax	114.92
REPAIRS AND MAINTENCE	811.45
SEVERANCE-TAX MISCELLANEOUS	38.25
Supplies	227.82
Telephone, Telecommunications	933.19
Utilities	5,713.50
Total Operations	13,961.32
Payroll Expenses	
Payroll Taxes - SUTA	4.31
Payroll Expenses - Other	785.96
Total Payroll Expenses	790.27
Payroll Tax	
Payroll Taxes - FUTA	669.84
Total Payroll Tax	669.84
WAGES AND SALARY	9,845.50
Total Expense	24,616.93
Net Ordinary Income	-20,131.29
Net Income	-20,131.29

CONTRACTUAL AGREEMENT

The City of Breckenridge, a municipality in Stephens County, Texas, hereinafter referred to as the “City” hereby contracts with the Swenson Museum of Breckenridge, Stephens County, Texas, hereinafter referred to as “Museum” for the provision of operating a Museum, located at 116 W. Walker, Breckenridge, Texas, subject to the following covenants, agreements, and conditions:

1. TERM:

The term of this contractual agreement shall be for a period of one (1) year, beginning on October 1, 2025 through September 30, 2026. This contractual agreement expires without notification on September 30, 2026.

2. TERMINATION:

This contractual agreement may be terminated by the city of the Museum, in whole, or from time to time, in part, whenever such termination is in the best interest of the City or the Museum. Termination will be effective thirty (30) days after delivery of written notice of termination by either party.

3. MUSEUM RESPONSIBILITIES:

- A. Museum agrees to operate a Museum.
- B. Museum agrees to furnish the City Manager’s office, monthly/annual meeting reports and annual financial report.

4. CITY RESPONSIBILITIES:

- A. City agrees to payment to the Swenson Museum of an amount of \$2,500 during the term of this agreement to be applied to a combination of electrical utility cost, general liability and property insurance cost, janitorial cost, equipment and repair cost, and general operational costs. The City assumes no responsibility for the payment of any of the referenced cost, or for the coverage, negotiations of premiums, or processing of any insurance claims.

5. NOTICES:

All notices to be given to City shall be in writing deposited in the United States mail, certified or registered, with postage prepaid, and addressed to the City of Breckenridge, Attention of City Manager, at 105 N. Rose Avenue, Breckenridge, Texas, 76424 and to the Museum in the same manner, addressed to Swenson Museum, 116 W. Walker, Breckenridge, Texas, 76424. Change of address by either party must be by notice given to the other in the same manner as above specified.

IN WITNESS WHEREOFF, the City of Breckenridge and the Swenson Museum have executed this contractual agreement on this _____ day of _____, 20__.

CITY OF BRECKENRIDGE
MUSEUM

SWENSON

BY: _____

BY:

Cynthia Northrop, City Manager

ATTEST:

BY: _____

Jessica Sutter, City Secretary

STATE OF TEXAS:

COUNTY OF STEPHENS:

This instrument was acknowledged before me on _____, 2025, by Bob Sims, Mayor for and on behalf of said City and in the capacity herein stated.

Notary Public

My Commission expires:

STATE OF TEXAS:

COUNTY OF STEPHENS:

This instrument was acknowledged before me on _____, 2025, by _____ Swenson representative on behalf of Swenson Museum and in the capacity herein stated.

Notary Public

My Commission expires:

CITY OF BRECKENRIDGE

NOTICE OF PUBLIC HEARINGS

Pursuant to Section 22-4(B)(3) of the Breckenridge Code of Ordinances, the Planning & Zoning Commission will hold a public hearing on:

DATE: Monday, October 6, 2025

TIME: 5:30 PM

PLACE: City Commission Chambers, 105 N. Rose Ave.

Pursuant to Section 22-4(B)(5) of the Breckenridge Code of Ordinances, the City Commission will hold a public hearing on:

DATE: Tuesday, October 14, 2025

TIME: 5:30 PM

PLACE: City Commission Chambers, 105 N. Rose Ave.

The public hearings will be to consider:

- (1) The property owner of 1300 W. Jeanette request a Specific Use Permit at this location for the placement of a tiny house. This lot is zoned R4 – General Dwelling District.
- (2) The property owner of 120 W. Elm request to replat this lot into two lots.
- (3) The property owner of 300 E. Walker request to replat this lot into two lots.

Any and all persons interested in the above referenced item may attend such hearing and will be given an opportunity to be heard.



Cynthia Northrop
City Manager
City of Breckenridge, Texas

Publish: September 17, 2025



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding a request for a Specific Use Permit at 1300 W. Jeanette to allow the placement of a tiny house.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The property in question consists of .400 acres, which includes lots 1 & 2 in block 16 of the Mountain Heights subdivision. It is zoned R-4 - General Dwelling District (Chapter 22, Section 22-6-500). The address is 1300 W. Jeanette.

This request meets all the requirements of our ordinance as listed below.

P&Z held a Public Hearing on October 6, 2025, and took action to recommend approval of the Specific Use Permit to allow the placement of a tiny house.

City Ordinance Chapter 22, Section 22-6-502:

Subject to approval by the city commission, the following specific uses may be permitted in an R-4 district:

According to Section 22-6-502(F) the tiny house must meet the following requirements:

- (1) *Footprint:* The tiny house shall have a minimum footprint of three hundred-twenty (320) square feet.
- (2) *Lot coverage:* Maximum lot coverage (structures only) shall be forty (40) per cent.
- (3) *Permanent foundation:* Anchoring shall be done in a manner to prohibit lateral shifting and up-rise as approved by the building inspector.
- (4) *Inspections:* Inspections for all units shall be made on site by the City of Breckenridge inspectors and must meet all current city building and fire codes. Tiny houses must be placed on site with all plumbing; electrical and mechanical components exposed for inspection and be anchored to a permanent foundation as approved by the building official.
- (5) *Exterior appearance:* The tiny house shall be in good condition and free from severe rust, peeling paint or other forms of deterioration. Tiny houses shall have a minimum of two (2) exits as approved by the fire marshal pursuant to the current fire code adopted by the City of Breckenridge.
- (6) *Maximum per lot:* Maximum of one (1) tiny house per lot.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Consider recommendation of the request for a Specific Use Permit as presented.

Item 12.



PLANNING & ZONING MEETING NOTIFICATION REPLY

Property:

1300 W. Jeanette

Type of Request:

Specific Use Permit

PZ Meeting Date:

Monday, October 6, 2025

PLEASE PRINT LEGIBLYProperty Owner Name: Kevin & Mandi WrightProperty Owner Address: 1213 W. 1st St.Breckenridge, TX. 76424Property Owner Telephone: (254) 522-1798 / (254) 522-1477Property Owner Email: Kwright641@yahoo.com / mwright417@yahoo.com**PLEASE CHECK ONE**

- ☒ I am IN FAVOR of the Request
- ☐ I am OPPOSED to the Request

COMMENTSProperty Owner Signature  Date 9-21-25Mandi
Wright

PLANNING & ZONING MEETING NOTIFICATION REPLY

Property:

1300 W. Jeanette

Type of Request:

Specific Use Permit

PZ Meeting Date:

Monday, October 6, 2025

PLEASE PRINT LEGIBLY

Property Owner Name:

Sherril Powers

Property Owner Address:

1307 W. Jeanette St.
Breckenridge, TX 76424

Property Owner Telephone:

254 246-0337

Property Owner Email:

None**PLEASE CHECK ONE**

- ☒ I am IN FAVOR of the Request
☐ I am OPPOSED to the Request

COMMENTS

Property Owner Signature

Sherril Powers

Date

9-25-25





BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding request to replat the property located at 120 W. Elm - currently legally described as Original Addition, Block 4, Lot SW/4 & NW/4 into two lots.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The property in question consists of half the lot of block 4. The old fire station is on the southwest part of the lot, and a truck bay is on the southeast side. The fire department's temporary house is located on the northwest side of the lot. The City is proposing to replat the property into two lots, separating the parking lot and bays from the building in the event the city decides to sell the building.

P&Z held a Public Hearing on October 6, 2025, and subsequently took action to recommend approval of the replat as requested.

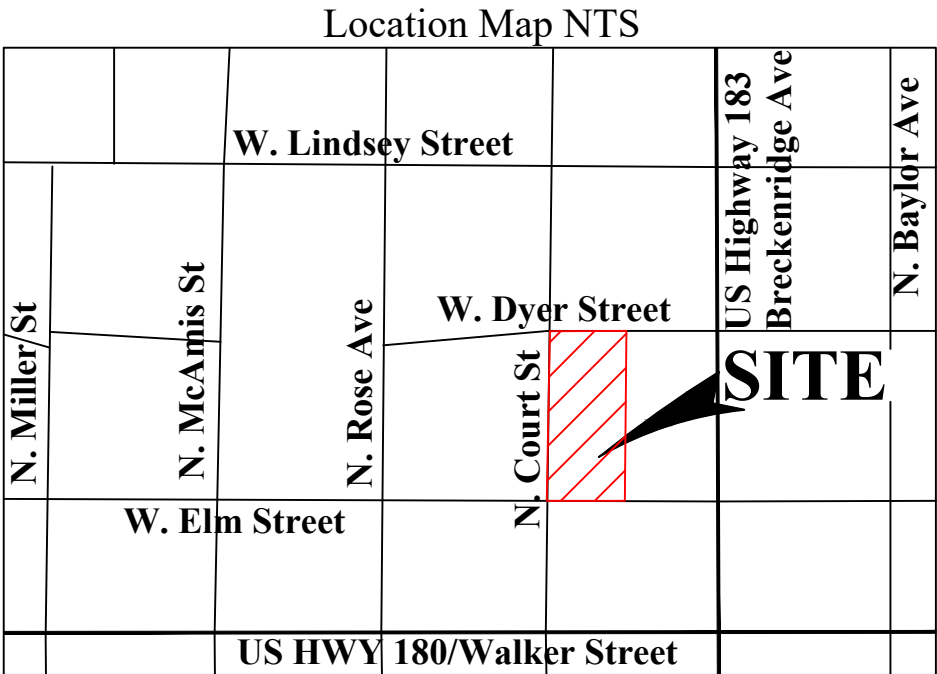
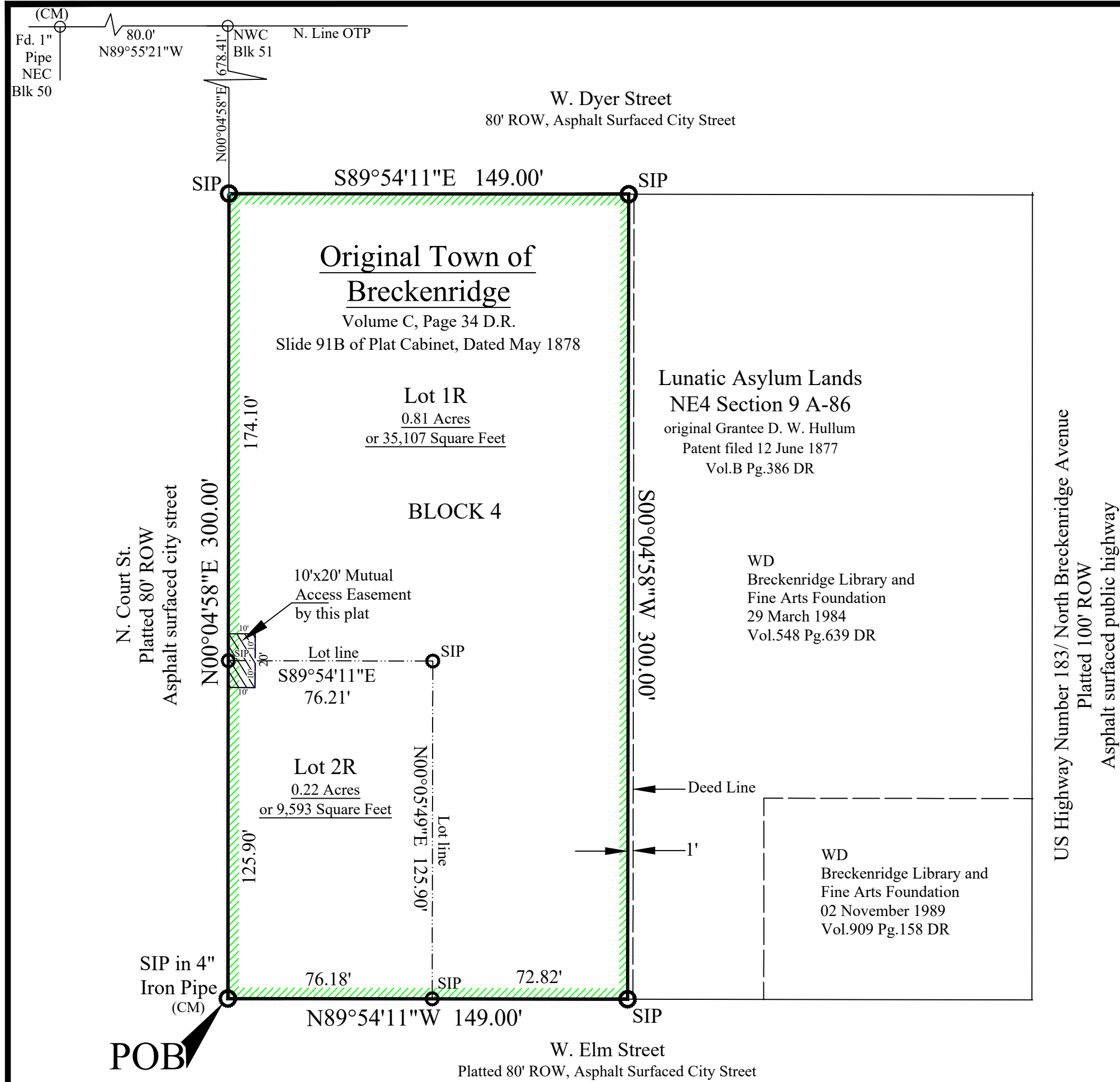
FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of P&Z recommendation to replat property at 120 W. Elm.





APPROVALS:
Recommended for Final Approval

Cynthia Northrop, City Manager _____ Date _____

Mayor of the City of Breckenridge _____ Date _____

State of Texas
County of Stephens

ATTEST:

I hereby certify that the foregoing plat was approved by the City Council of the City of Breckenridge on the _____, day of _____, 2025.

This approval shall be invalid, unless the approved plat of said subdivision is recorded in the office of County Clerk of Stephens County, Texas within thirty (30) days from the date of final approval. The said subdivision shall be subject to all requirements of the Platting Ordinance of the City of Breckenridge.

Witness my hand this _____, day of _____, 2025.

City Secretary

Intention of Plat

By this plat, it is the intention to make two lots.

SURVEYORS CERTIFICATION:
To the best of my knowledge and belief, this map or plat is a true representation of an actual upon the ground survey made under my direct supervision.
All monuments have been found or set as shown hereon.



Property Owner:
The City of Breckenridge
105 N. Rose
Breckenridge, TX 76424

Deed References:
WD
City of Breckenridge
23 September 1922
Vol.166 Pg.203 DR

Deed
City of Breckenridge
26 April 1977
Vol.438 Pg.390 DR

**METES AND BOUNDS DESCRIPTION
1.03 ACRE TRACT**

All that certain 1.03 acre tract or parcel of land situated in the City of Breckenridge, Texas in the northeast quarter of the Lunatic Asylum Lands Section Number 9, original grantee D. W. Hullum, Abstract Number 86, patent filed 12 June 1877, and recorded in volume B page 386 of the Deed Records of the County of Stephens, State of Texas, and said tract being part of a tract as described in Deed to The City of Breckenridge, filed 23 September 1922, and recorded in volume 166 page 203 of the Deed Records of said Stephens County, and part of a tract as described in deed to The City of Breckenridge, filed 26 April 1977, and recorded in volume 438 page 390 of said deed records, and said tract being part of Block 4 of the Original Town of Breckenridge, according to plat of the same dated May 1878, and recorded in volume C pages 34 of said deed records, said plat now located in the Plat Cabinet in Slide 91B of the Plat Records of said Stephens County, and being more particularly described as follows;

BEGINNING for the southwest corner of the tract being described herein at a set 1½ inch rebar in a found 4 inch iron pipe at the intersection of the north line of W. Elm Street and the east line of N. Court Street, said rebar being the southwest corner of said Block 4;

THENCE: North 00 degrees 04 minutes 58 seconds East, with the west line of said Block 4 and with the east line of said N. Court Street, a distance of 300.0 feet to a set 1½ inch rebar at the intersection of the east line of said N. Court Street and the south line of W. Dyer Street for the northwest corner of said Block 4,

THENCE: South 89 degrees 54 minutes 11 seconds East, with the north line of said Block 4, and the south line of said W. Dyer Street, a distance of 149.00 feet to a set 1/2 inch rebar for the northeast corner of this tract;

THENCE: South 00 degrees 04 minutes 58 seconds West, a distance of 300.00 feet to a set 1/2 inch rebar on the south line of said Block 4 for the southeast corner of this tract, said rebar being on the north line of said West Elm Street;

THENCE: North 89 degrees 54 minutes 11 seconds West, with the south line of said Block 4 and with the north line of said W. Elm Street, a distance of 149.00 feet to the **POINT OF BEGINNING** and containing 1.03 acres of land.

NAD83 Grid Bearings and Distances reflect surface measurements

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **The City of Breckenridge** does hereby adopt this plat designating the herein described property as Lot 1R and Lot 2R, of Block 4, being a **Replat** of part of Block 4 of the Original Town of Breckenridge, County of Stephens, State of Texas, and do hereby adopt this plat dedication to the public for public use forever the streets, alleys, parks, water courses, drains, easements, rights-of-way, and other public places shown on the attached plat.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Breckenridge, Stephens County, Texas.

WITNESS, my hand, this the _____ day of _____, 2025.

Authorized Signature of Owner: _____

Cynthia Northrop, City Manager

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned Notary Public for the State of Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed and in the capacity stated.

Given under my hand and seal of the office this the _____ day of _____, 2025.

Notary Public, State of Texas

State of Texas
County of Stephens

I hereby certify that the foregoing plat was filed for record in my office at

_____ o'clock, __.m. this ____ day of _____, 2025 in Cabinet _____,

Slide _____, of the Plat Records of Stephens County, Texas.

Stephens County Clerk

- SURVEY NOTES:**
1. Basis of Bearings are NAD83 TXNC Zone (4202) Grid North Bearings.
 2. There are no monuments cited on the Breckenridge Original Town Plat of record. Monuments found within the original town plat to control basis of alignment of the west line of Block 4 are noted with (CM).

REPLAT

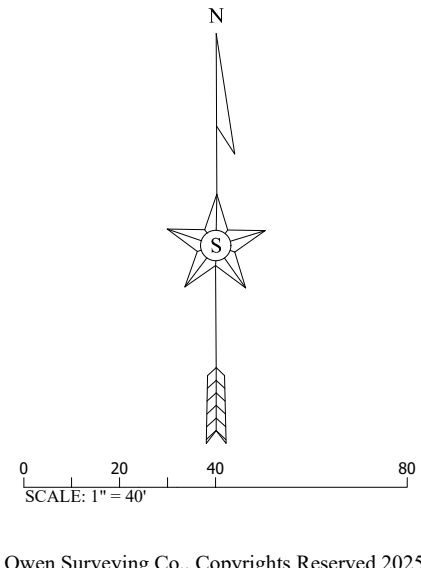
Lots 1R and 2R being a Replat of part of Block 4 of the Original Town of Breckenridge, County of Stephens, State of Texas

OWEN SURVEYING CO.

FIRM #10069000 WWW.OWENSURVEYING.COM
110 W. ELLIOTT ST., BRECKENRIDGE, TX 76424
PHONE (254)559-9898 FAX (254)559-7372 CELL (254)559-0127

BOUNDARY PLAT: STEPHENS COUNTY
DRAWN BY: CH CHECKED BY: EB

Scale: 1" = 40' Date: 06 October 2025 Print Number B - 562RP



Proprietary Assets Notice:

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 said plat or field notes shall make the unauthorized copy null and void. This surveyor 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 use or alteration of this plat or field notes, then that person shall promptly notify this surveyor or Owen Surveying of such unauthorized use or alteration or that person shall become liable for the unauthorized use.

Legend
SIP= Set 1½ inch Rebar with plastic cap marked
OWEN SURV 5560
CIRF= Capped iron rod found
(CM) = Controlling Monument



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Ordinance 2025-18 on the closure of alley (300 E. Walker).

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The city owns 300 E. Walker (YMCA). There is a platted alley that runs E/W on the property. Since the City is replatting (this item will follow the alley closing) the property to carve out the YMCA from the rest of the property to provide for the option of potentially building the new fire station at this location, we need to close the alley. The City owns the property on both sides. Please see survey.

FINANCIAL IMPACT:

NA.

STAFF RECOMMENDATION:

Consider approval of Ordinance 2025-18 as presented

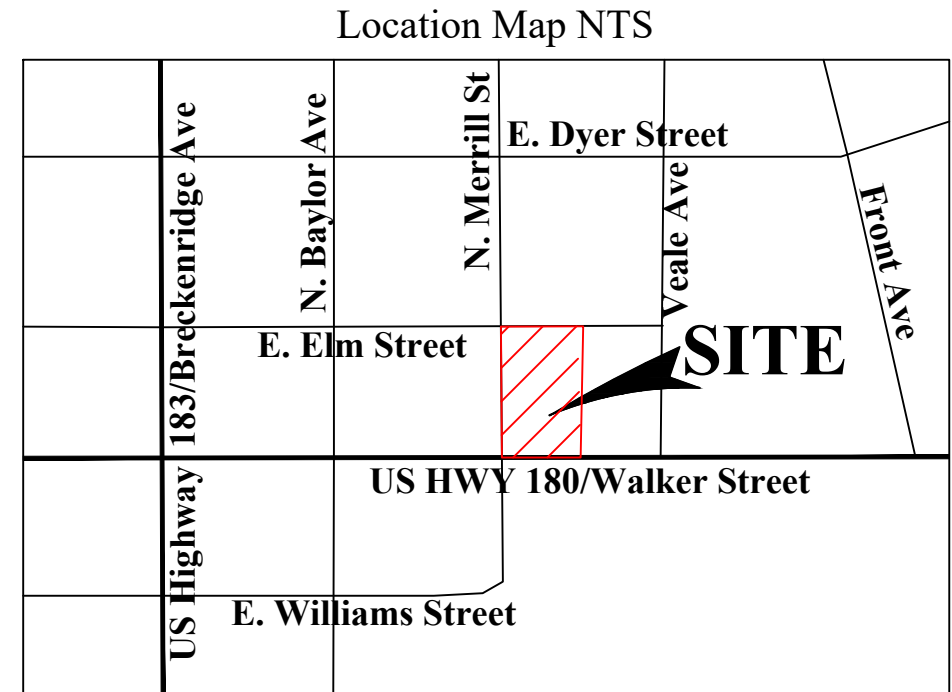
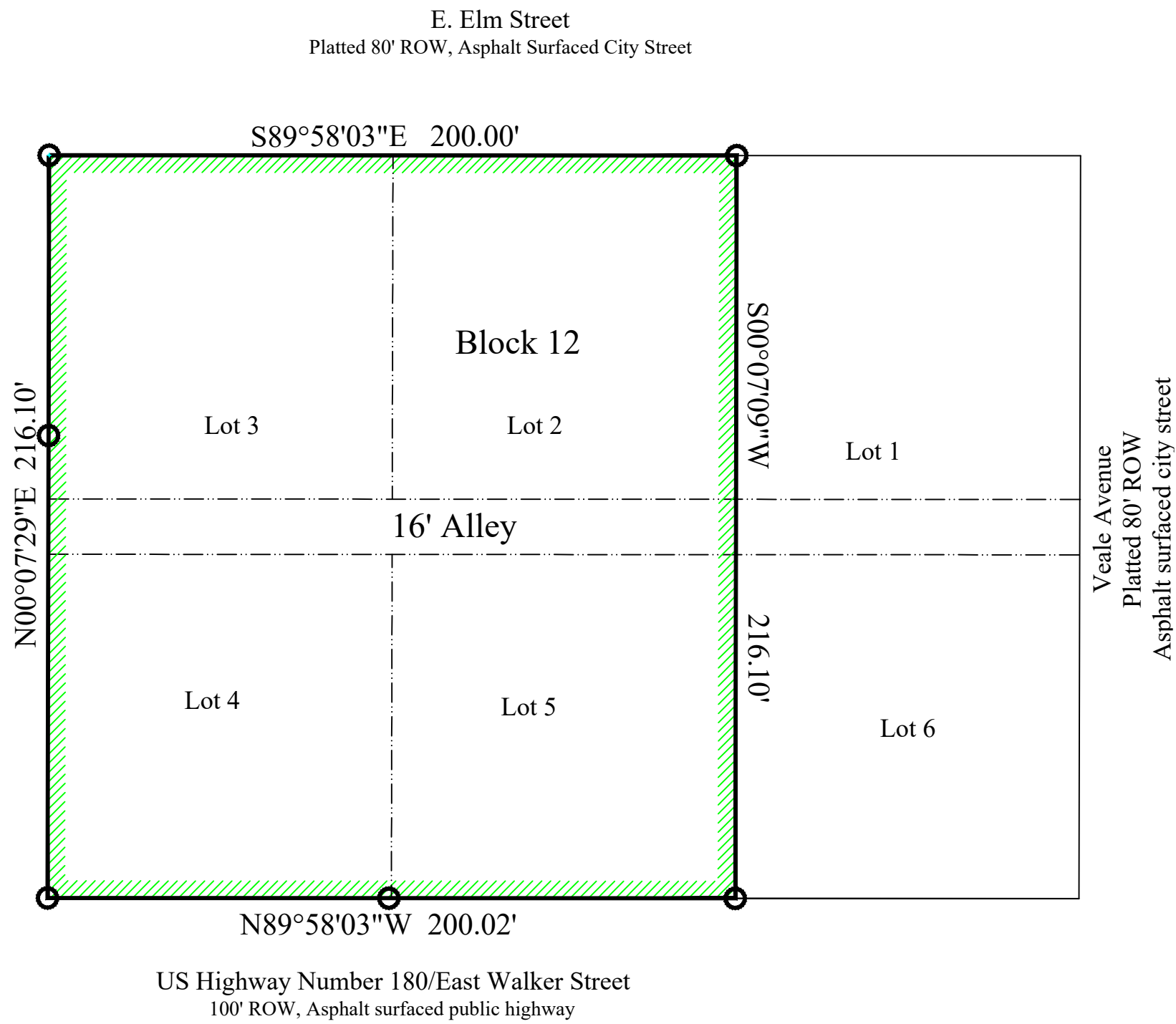
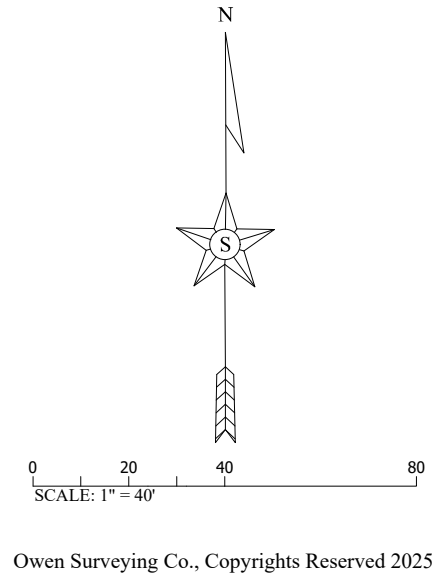


Exhibit "A"
Block 12 of
the Original Town of Breckenridge,
County of Stephens, State of Texas

The purpose of this document is for review and Illustration purposes only.
TBPCLS Acts and Rules, Effective 04 June 2025
§138.33 SEALING PROCEDURES
"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document".
(Per "Texas Board of Professional Engineers and Land Surveyors"
Texas Administrative Code, Title 22 - Part 29, General Rules of
Procedures and Practices, Standards of Responsibility and Rules of
Conduct, Rule 663.18)
Eric Brennan, RPLS 5560
Date: 03 October 2025



OWEN SURVEYING CO. FIRM #10069000 WWW.OWENSURVEYING.COM 110 W. ELLIOTT ST., BRECKENRIDGE, TX 76424 PHONE (254)559-9898 FAX (254)559-7372 CELL (254)559-0127		
BOUNDARY PLAT: STEPHENS COUNTY DRAWN BY: EB CHECKED BY: EB		
Scale: 1" = 40'	Date: 06 October 2025	Print Number B - 563Ex

ORDINANCE NO. 2025-18

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS CLOSING, VACATING, AND ABANDONING THE ALLEY IN BLOCK 12 OF THE ORIGINAL TOWN OF BRECKENRIDGE; 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;

WHEREAS, the City is the owner of property described as Lots 2, 3, 4, and 5 and part of an alley running east and west through Block 12 of the Original Town of Breckenridge;

WHEREAS, the City wishes to close the alley running east and west through Block 12, Original Town of Breckenridge, Stephens County, Texas (the “Alley Property”) as it is not used as a public thoroughfare or for access to utility lines and is encroached upon by an existing structure; and

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

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

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

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

SECTION 3. Alley Abandoned. The alley running east to west within Block 12 of the Original Town of Breckenridge, Stephens County, Texas, according to plat of the same dated May 1878, and recorded in the Stephens County Deed Records in Plat Cabinet in Slide 91B of the Plat Records of Stephens County, Texas is hereby closed, vacated, and abandoned.

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

SECTION 5. Savings/Repealing Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. Effective Date. This ordinance shall take effect upon its adoption.

DULY PASSED AND APPROVED by the City Commission of the City of Breckenridge, Texas, this the 14th day of October, 2025.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action on request to replat the property located at 300 E. Walker - currently legally described as Original Addition, Block 12, Lot 2, 3, 4, 5 into two lots.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The property in question consists of four lots with the YMCA building on the southwest lot. The other three lots are vacant. The purpose of the replat is to separate the building (YMCA) from the rest of the vacant lot. This will provide a potential future option and location to accommodate a Fire Station.

The P&Z held a Public Hearing on October 6, 2025, and took action to recommend approval of the replat request.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of P&Z's recommendation to approve a replat to the property located at 300 E Walker as presented.



N Merrill St

E Elm St

E Elm St

E Elm St

Veale Ave

Veale Ave

E Walker St

321

R13312

105



Breck Storage East

Clay's Welding
& Tire Services
Tire shop



Item 15.

METES AND BOUNDS DESCRIPTION
0.99 ACRE TRACT

All that certain 0.99 acre tract or parcel of land situated in the City of Breckenridge, Texas in the northwest quarter of the Lunatic Asylum Lands Section Number 10, 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 all of a tract as described in Gift Deed described in Resolution No. 90-29 to The City of Breckenridge, filed 08 November 1990, and recorded in volume 965 page 23 of said deed records, and said tract being all of Lots 2, 3, 4, 5, and part of an alley running east and west through Block 12 of the Original Town of Breckenridge, according to plat of the same dated May 1878, and recorded in volume C pages 34 of said deed records, said plat now located in the Plat Cabinet in Slide 91B of the Plat Records of said Stephens County, and being more particularly described as follows;

BEGINNING for the northwest corner of the tract being described herein at a found 5/8 inch iron rod at the intersection of the south line of East Elm Street, and the east line of North Merrill Street, said rod being the monumented northwest corner of said Block 12;

THENCE: South 89 degrees 58 minutes 03 seconds East, with the north line of said Block 12, and the south line of said E. Elm Street, a distance of 200.00 feet to a set 1/2 inch rebar for the northeast corner of this tract, same being the northeast corner of said Lot 2, same being the northwest corner of said Lot 1;

THENCE: South 00 degrees 07 minutes 09 seconds West, a distance of 216.10 feet to a set 1/2 inch rebar on the south line of said Block 12 for the southeast corner of this tract, same being the southeast corner of said Lot 5, same being the southwest corner of said Lot 6, and said rebar being on the north line of East Walker Street, also known as US Highway Number 180;

THENCE: North 89 degrees 58 minutes 03 seconds West, with the south line of said Block 12 and with the north line of said E. Walker Street, a distance of 200.02 feet to a set 1/2 inch rebar at the intersection of the north line of said E. Walker Street and the east line of said N. Merrill Street for the southwest corner of of said Block 12;

THENCE: North 00 degrees 07 minutes 29 seconds East, with the west line of said Block 12 and with the east line of said N. Merrill Street, a distance of 216.10 feet to the **POINT OF BEGINNING** and containing 0.99 of an acre of land.

NAD83 Grid Bearings and Distances reflect surface measurements

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **The City of Breckenridge** does hereby adopt this plat designating the herein described property as Lot 2R and Lot 3R, of Block 12, being a **Replat** of Lots 2, 3, 4 and 5 and part of the alley in Block 12 of the Original Town of Breckenridge, County of Stephens, State of Texas, and do hereby adopt this plat dedication to the public for public use forever the streets, alleys, parks, water courses, drains, easements, rights-of-way, and other public places shown on the attached plat.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Breckenridge, Stephens County, Texas.

WITNESS, my hand, this the _____ day of _____, 2025.

Authorized Signature of Owner:

Cynthia Northrop, City Manager

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned Notary Public for the State of Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed and in the capacity stated.

Given under my hand and seal of the office this the _____ day of _____, 2025.

Notary Public, State of Texas

State of Texas
County of Stephens

I hereby certify that the foregoing plat was filed for record in my office at

_____ o'clock, __.m. this ____ day of _____, 2025 in Cabinet _____,

Slide _____, of the Plat Records of Stephens County, Texas.

Stephens County Clerk

- SURVEY NOTES:
1. Basis of Bearings are NAD83 TXNC Zone (4202) Grid North Bearings.
 2. There are no monuments cited on the Breckenridge Original Town Plat of record. South edge of the south wall of the buildings on the south line of Block 11 and on the north side of West Walker Street were used to control basis of alignment of the south line of Block 12.

REPLAT

Lots 2R and 3R
being a Replat of Lots 2, 3, 4, and 5 and
part of the alley of Block 12 of
the Original Town of Breckenridge,
County of Stephens, State of Texas

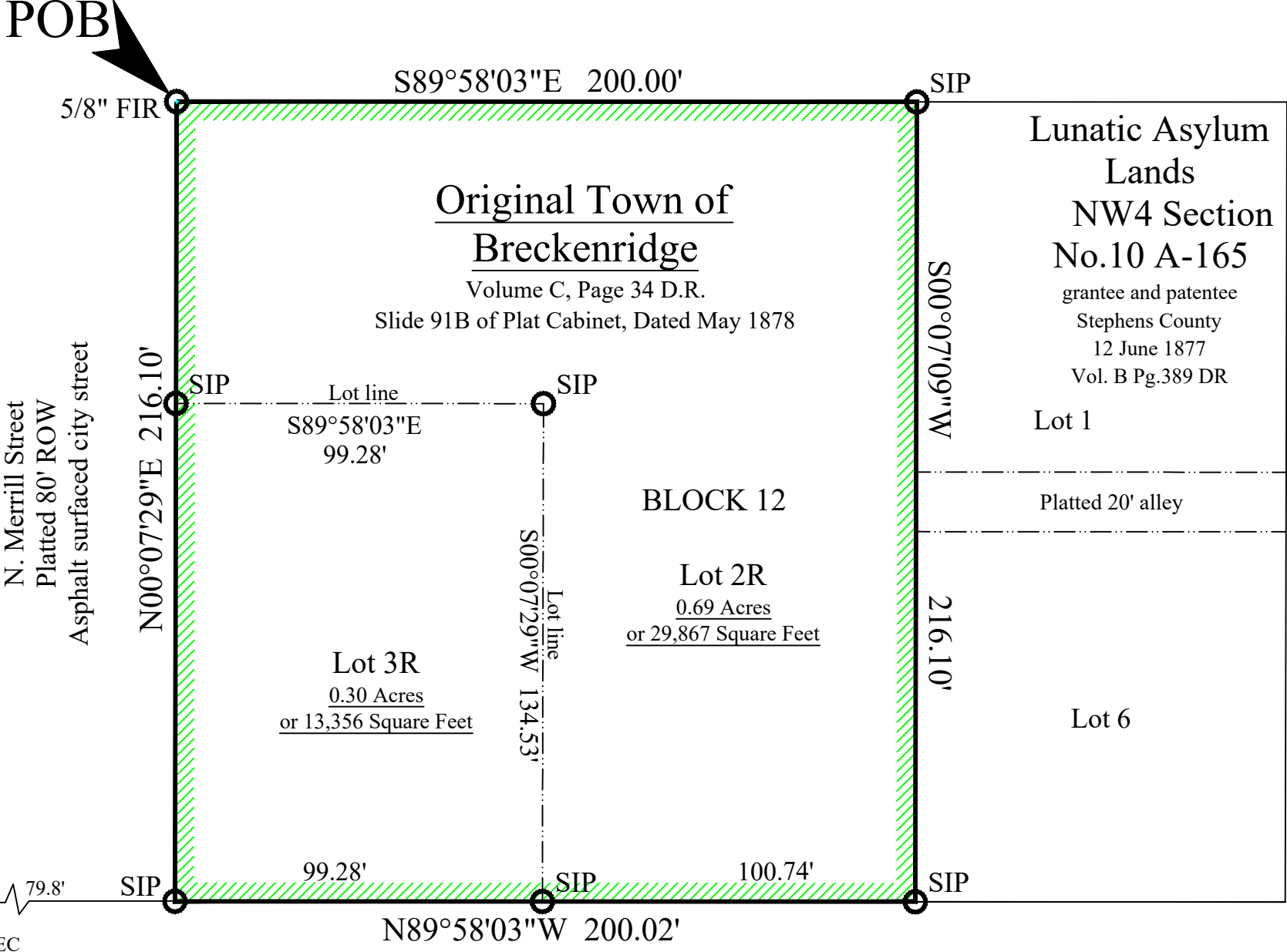
OWEN SURVEYING CO.

FIRM #10069000 WWW.OWENSURVEYING.COM
110 W. ELLIOTT ST., BRECKENRIDGE, TX 76424
PHONE (254)559-9898 FAX (254)559-7372 CELL (254)559-0127

BOUNDARY PLAT: STEPHENS COUNTY
DRAWN BY: CH CHECKED BY: EB

Scale: 1" = 40' Date: 06 October 2025 Print Number B - 563RP

E. Elm Street
Platted 80' ROW, Asphalt Surfaced City Street





BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action on approving the Stephens County Appraisal District FY 2025-2026 Budget

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Will Thompson, Stephens County Appraisal District, will present their FY 2025-2026 Budget for City Commissioner approval.

FINANCIAL IMPACT:

n/a

STAFF RECOMMENDATION:

Consider approval of the Stephens County Appraisal District FY 2025-2026 Budget.

STEPHENS COUNTY APPRAISAL DISTRICT



MEMO

To: City of Breckenridge Mayor, City Commission and City Manager
From: William W Thompson, Chief Appraiser in Training
Date: October 13, 2025
RE: 2026 Stephens County Appraisal District Budget
ATTACHED: 2026 Approved Budget

The final budget with updated certified values and rates is attached. No changes have been made to the actual budget since the proposed budget was sent in June, but the allocation table reflects the 2025 certified values and rates, causing a slight adjustment in allocations for the entities.

- The estimated allocation for the City of Breckenridge increased by \$397.07 after values were certified and rates determined
- The current CAD budget increased from 3.17% of levy to 3.42%
- Major increases/adjustments in the budget:
 - Health Insurance (+\$9,057.07)
 - Risk Insurance (+2,930)
 - Staff/Travel & Training (+4,060)
 - Utilities (-\$1,700)
 - IT Services (+\$11,595.69) (services we must provide to the public as provided by legislation)
 - Asking for \$13,500 in capital improvement projects to help secure the building
- Since 2021, the CAD has spent approximately \$200,000 in reserve balance to improve IT hardware, special projects in mapping and data collection, printing and postage overages, salary and health benefits and capital improvements to the building.
- Our reserves are critically low, as defined by in our 2024 financial audit

STEPHENS CAD

2026 APPROVED BUDGET

ALLOCATED INCOME		2025	+/-	2026 Proposed	% +/-
Other					
Interest Income					
Breckenridge ISD		\$ 175,146.75	\$ 10,210.86	\$ 185,357.61	5.83%
City of Breckenridge		\$ 99,167.70	\$ 10,558.45	\$ 109,726.15	10.65%
Stephens County		\$ 198,799.04	\$ 25,121.91	\$ 223,920.95	12.64%
Stephens Memorial Hospital		\$ 68,758.77	\$ 9,208.15	\$ 77,966.92	13.39%
Albany ISD		\$ 464.36	\$ 1.02	\$ 465.38	0.22%
Graham ISD		\$ 262.85	\$ 50.85	\$ 313.70	19.34%
Moran ISD		\$ 1,444.66	\$ 623.61	\$ 2,068.27	43.17%
Ranger ISD		\$ 2,403.19	\$ 102.13	\$ 2,505.32	4.25%
Woodson ISD		\$ 2,365.14	\$ (249.94)	\$ 2,115.20	-10.57%
TOTAL INCOME:		\$ 548,812.46	\$55,627.04	\$ 604,439.50	10.14%

EMPLOYEE EXPENSES (6500)		2025	+/-	2026 Proposed	% +/-
Salaries		\$ 182,520.00	\$ 15,160.00	\$ 197,680.00	8.31%
Employer Medicare (1.45%)	1.45%	\$ 2,646.54	\$ 219.82	\$ 2,866.36	8.31%
SUTA	Wrkfc Comm	\$ 250.00	\$ -	\$ 250.00	0.00%
Retirement (TCDRS)	9.46%	\$ 20,077.20	\$ (1,376.67)	\$ 18,700.53	-6.86%
Health Insurance	TML Health	\$ 64,905.17	\$ 9,057.07	\$ 73,962.24	13.95%
Employer Health Supplement		\$ -	\$ -	\$ -	
TOTAL EMPLOYEE EXPENSES:		\$ 270,398.91	\$ 23,060.22	\$ 293,459.13	8.53%

LONG-TERM LEASES					
Computer Server Lease (\$273.23/m)	SDS	\$ 3,069.88	\$ 208.88	\$ 3,278.76	6.80%
Workstation Lease (187.30/mth)	SDS	\$ -	\$ -	\$ -	
Interest paid		\$ 123.36	\$ (116.75)	\$ 6.61	-94.64%
		\$ 3,193.24	\$ 92.13	\$ 3,285.37	2.89%

OUTSOURCED SERVICES/CONTRACTS (6600)					
Residential & Real Property	Eagle	\$ 55,000.00	\$ -	\$ 55,000.00	0.00%
Mineral, Utility & Ind Appraisal	TY Pickett	\$ 48,500.00	\$ 2,000.00	\$ 50,500.00	4.12%
Pictometry (Annual Exp)	EagleView	\$ 42,676.00	\$ 1,624.00	\$ 44,300.00	3.81%
Accounting Audit	Gulley	\$ 6,000.00	\$ -	\$ 6,000.00	0.00%
Payroll Processing	A Plus	\$ 2,500.00	\$ -	\$ 2,500.00	0.00%
Other		\$ -	\$ -	\$ -	
TOTAL OUTSOURCED/CONTRACTED:		\$ 154,676.00	\$ 3,624.00	\$ 158,300.00	2.34%

STEPHENS CAD

2025 APPROVED BUDGET

		2025	ADJUSTED	2026 Proposed	% REMAINING
DISTRICT OPERATIONS					
APPRAISAL REVIEW BOARD					
Appraisal Review Board Honarium		\$ 3,000.00	\$ (600.00)	\$ 2,400.00	-20.00%
Appraisal Review Board Training		\$ -	\$ -		
ARB Retainer/Legal Services	Armstrong & Armstrong	\$ 500.00	\$ 100.00	\$ 600.00	20.00%
		\$ 3,500.00	\$ (500.00)	\$ 3,000.00	-14.29%
AG ADVISORY BOARD					
Lunch		\$ 150.00	\$ 150.00	\$ 300.00	100.00%
		\$ 150.00	\$ 150.00	\$ 300.00	100.00%
FACILITIES					
Building/Capital Improvements		\$ -	\$ -	\$ -	
Janatorial Contract (Cleaning)	Holson	\$ 2,000.00	\$ 400.00	\$ 2,400.00	20.00%
Maintenance (mowing, windows, pe	Ladybug; Hamilton	\$ 2,400.00	\$ 600.00	\$ 3,000.00	25.00%
Repairs		\$ 1,000.00	\$ -	\$ 1,000.00	0.00%
		\$ 5,400.00	\$ 1,000.00	\$ 6,400.00	18.52%
GENERAL OPERATIONAL					
Acts of Good Will		\$ 150.00	\$ 350.00	\$ 500.00	233.33%
Dues and Fees		\$ 1,000.00	\$ (750.00)	\$ 250.00	-75.00%
Office Supplies		\$ 7,500.00	\$ 2,500.00	\$ 10,000.00	33.33%
Insurance*	TML Risk Pool	\$ 4,550.00	\$ 2,930.00	\$ 7,480.00	64.40%
Subscriptions		\$ 1,200.00	\$ (950.00)	\$ 250.00	-79.17%
Miscellaneous		\$ -	\$ -	\$ -	
		\$ 14,400.00	\$ 4,080.00	\$ 18,480.00	28.33%
PRINTING AND POSTAGE					
Copy Machine Lease	Benchmark	\$ 3,000.00	\$ (444.00)	\$ 2,556.00	-14.80%
Copies	Benchmark	\$ -	\$ 500.00	\$ 500.00	100.00%
Postage (USPS)		\$ 4,000.00	\$ (1,000.00)	\$ 3,000.00	-25.00%
		\$ 7,000.00	\$ (944.00)	\$ 6,056.00	-13.49%
PUBLIC RELATIONS					
Notices	SDS	\$ 8,000.00	\$ (500.00)	\$ 7,500.00	-6.25%
Newspaper Postings/Publications		\$ 1,500.00	\$ -	\$ 1,500.00	0.00%
		\$ 9,500.00	\$ (500.00)	\$ 9,000.00	-5.26%
STAFF TRAVEL/TRAINING					
Staff Travel - Conferences		\$ 3,500.00	\$ 2,020.00	\$ 5,520.00	57.71%
Staff Training - Licensure		\$ 3,000.00	\$ 2,040.00	\$ 5,040.00	68.00%
Staff Trainings	Cyber/Customer Srv	\$ 2,300.00	\$ (1,891.00)	\$ 409.00	-82.22%
		\$ 8,800.00	\$ 2,169.00	\$ 10,969.00	24.65%
UTILITIES (6700)					
Electricity	TXU	\$ 3,500.00	\$ (500.00)	\$ 3,000.00	-14.29%
Internet	Suddenlink	\$ 1,740.00	\$ (240.00)	\$ 1,500.00	-13.79%
Natural Gas	TX Gas Service	\$ 2,620.00	\$ (620.00)	\$ 2,000.00	-23.66%
Telephone	Navitas	\$ 2,340.00	\$ (340.00)	\$ 2,000.00	-14.53%
Sewer/Trash	Republic	\$ 675.00	\$ -	\$ 675.00	0.00%
		\$ 10,875.00	\$ (1,700.00)	\$ 9,175.00	-15.63%
DISTRICT OPERATIONS		\$ 59,625.00	\$ 3,755.00	\$ 63,380.00	6.30%

STEPHENS CAD

2025 APPROVED BUDGET

		2025	ADJUSTED	2026 Proposed	% REMAINING
INFORMATION TECHNOLOGY					
SOFTWARE					
CAMA Software	SDS	\$ 30,500.00	\$ (9,500.00)	\$ 21,000.00	-31.15%
MLS	Greater Metro		\$ 800.00	\$ 800.00	100.00%
Accounting Software	Intuit	\$ 600.00	\$ 500.00	\$ 1,100.00	83.33%
Microsoft Office & Email	Go Daddy	\$ 500.00	\$ 500.00	\$ 1,000.00	100.00%
MAPS Reporting Software		\$ -	\$ -	\$ -	
Homestead Validation	Tru Roll	\$ -	\$ 11,500.00	\$ 11,500.00	100.00%
Other Software		\$ 1,700.00	\$ (700.00)	\$ 1,000.00	-41.18%
		\$ 33,300.00	\$ 3,100.00	\$ 36,400.00	9.31%
WEBSITE/PUBLIC ENGAGEMENT					
*Web Hosting/Landing Page	SDS	\$ 2,900.00	\$ 1,600.00	\$ 4,500.00	55.17%
*Property Search	SDS	\$ 4,150.00	\$ (4,150.00)	\$ -	
*Truth in Taxation Site	SDS	\$ 3,150.00	\$ (1,650.00)	\$ 1,500.00	-52.38%
*Interactive Map	SDS	\$ 4,650.00	\$ 465.00	\$ 5,115.00	10.00%
*GIS Maintence	BIS	\$ 9,218.50	\$ 781.50	\$ 10,000.00	8.48%
*ARB Database	SDS	\$ -	\$ 3,000.00	\$ 3,000.00	100.00%
*ARB Protest Site	SDS	\$ -	\$ 2,500.00	\$ 2,500.00	100.00%
*Taxpayer Portal	SDS	\$ 6,500.00	\$ (3,000.00)	\$ 3,500.00	-46.15%
Application Portal	SDS	\$ -	\$ -	\$ -	
BIS Bundle Discount	BIS	\$ (8,949.19)		\$ -	
		\$ 21,619.31	\$ (453.50)	\$ 30,115.00	39.30%
SERVICE/MAINTENANCE					
Computer/Server Maintenance	SDS	\$ 4,200.00	\$ -	\$ 4,200.00	0.00%
Daily Backup Service	SDS	\$ 1,800.00	\$ -	\$ 1,800.00	0.00%
Computer Services & Repair (Other)		\$ -	\$ -	\$ -	
		\$ 6,000.00	\$ -	\$ 6,000.00	0.00%
TOTAL INFORMATION TECHNOLOGY		\$ 60,919.31	\$ 2,646.50	\$ 72,515.00	19.03%
CAPITAL IMPROVEMENT PROJECTS					
Remodel front foyer for security issues			\$ 10,000.00	\$ 10,000.00	100.00%
Maintenance on Windows/Doors			\$ 3,500.00	\$ 3,500.00	100.00%
TOTAL CAPITAL IMPROVEMENTS		\$ -	\$ 13,500.00	\$ 13,500.00	100.00%
TOTAL EXPENSES		\$ 548,812.46	\$ 46,677.85	\$ 604,439.50	10.14%

2026 PROPOSED SCAD BUDGET AND ALLOCATION

BASED ON 2025 CERTIFIED VALUES AND 2025 APPROVED TAX RATES

PROPOSED 2026 BUDGET **\$ 604,439.50**

ALLOCATION PERCENTAGE

JURISDICTIONS	2025 CERTIFIED	2025 RATES	2026 LEVY	%AGE
STEPHENS COUNTY	\$ 984,968,607	\$ 0.665390	\$ 6,553,882.61	37.05%
BRECKENRIDGE ISD	\$ 716,195,700	\$ 0.757500	\$ 5,425,182.43	30.67%
CITY OF BRECKENRIDGE	\$ 312,124,764	\$ 1.028930	\$ 3,211,545.33	18.15%
STEPHENS MEMORIAL HD	\$ 999,095,094	\$ 0.228406	\$ 2,281,993.14	12.90%
ALBANY ISD	\$ 2,058,803	\$ 0.661600	\$ 13,621.04	0.08%
GRAHAM ISD	\$ 930,906	\$ 0.986300	\$ 9,181.53	0.05%
MORAN ISD	\$ 8,873,582	\$ 0.682200	\$ 60,535.58	0.34%
RANGER ISD	\$ 11,091,759	\$ 0.661100	\$ 73,327.62	0.41%
WOODSON ISD	\$ 8,052,713	\$ 0.768800	\$ 61,909.26	0.35%
TOTALS			\$17,691,179	100.00%

ESTIMATED 2025 BUDGET ALLOCATION

JURISDICTIONS	2022 ANNUAL PMT	2023 ANNUAL PMT	2024 ANNUAL PMT	2025 ANNUAL PMT	2026 ANNUAL PMT	Increase Over Previous Yr
STEPHENS COUNTY	\$ 151,746.67	\$ 146,767.90	\$ 183,067.25	\$ 198,799.05	\$ 223,920.95	\$ 25,121.91
BRECKENRIDGE ISD	\$ 171,460.49	\$ 186,677.69	\$ 170,609.88	\$ 175,146.75	\$ 185,357.61	\$ 10,210.86
CITY OF BRECKENRIDGE	\$ 71,348.96	\$ 76,333.91	\$ 93,171.79	\$ 99,167.70	\$ 109,726.15	\$ 10,558.45
STEPHENS MEMORIAL HD	\$ 55,741.37	\$ 52,889.25	\$ 66,804.20	\$ 68,758.77	\$ 77,966.92	\$ 9,208.15
ALBANY ISD	\$ 411.31	\$ 506.12	\$ 516.82	\$ 464.36	\$ 465.38	\$ 1.02
GRAHAM ISD	\$ 325.95	\$ 318.32	\$ 297.60	\$ 262.85	\$ 313.70	\$ 50.85
MORAN ISD	\$ 1,502.59	\$ 1,664.79	\$ 2,002.09	\$ 1,444.66	\$ 2,068.27	\$ 623.61
RANGER ISD	\$ 2,432.44	\$ 2,722.83	\$ 2,662.93	\$ 2,403.19	\$ 2,505.32	\$ 102.13
WOODSON ISD	\$ 1,842.00	\$ 2,119.18	\$ 1,891.42	\$ 2,365.14	\$ 2,115.20	\$ (249.94)
TOTALS	\$ 456,812	\$ 470,000	\$ 521,024	\$ 548,812	\$ 604,439	\$ 55,627
PREVIOUS YEAR LEVY	\$ 14,457,448	\$ 16,178,901	\$ 16,712,824	\$17,308,759	\$17,691,179	
Levy Increase Over Previous Year		11.91%	3.30%	3.57%	2.21%	5-yr change 22.37%
Percent of Levy	3.16%	2.91%	3.12%	3.17%	3.42%	5-yr change 0.26%



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding the Chamber of Commerce annual report

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The Chamber of Commerce Executive Director will present the annual Chamber of Commerce report, to include HOT FUND report.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of the Chamber of Commerce annual report.



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of renewal of contract with Chamber of Commerce for HOT funds.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City has contracted with the Chamber of Commerce over the past several years to transfer hotel/motel occupancy funds received to the Chamber of Commerce and for them to manage in compliance with applicable state statutes.

Section 351.101(a) and (c) of the Texas Tax Code authorizes the City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry by advertising and conducting solicitations and promotional programs to attract tourists, the furnishing of facilities, personnel and materials for convention registration, and operating and maintaining a visitor information center and to contract with a third party to manage.

This is a renewal of the current contract.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of Chamber of Commerce HOT Funds Contract and authorize the City Manager to execute the document.

MUNICIPAL HOTEL OCCUPANCY TAX FUNDING AGREEMENT FOR TOURISM AND PROMOTIONAL SERVICES

This **Municipal Hotel Occupancy Tax Funding Agreement for Tourism and Promotional Services** (the “Agreement”) is entered into by and between the City of Breckenridge, a Texas home-rule municipality (the “City”) and the Breckenridge Chamber of Commerce, a Texas non-profit corporation (the “Chamber”) on the 14th day of October, 2025.

WHEREAS, the City assesses a municipal hotel occupancy tax of seven percent (7 %) within the City pursuant to Chapter 351 of the Texas Tax Code;

WHEREAS, Section 351.101(a) of the Texas Tax Code authorizes the City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry by advertising and conducting solicitations and promotional programs to attract tourists, the furnishing of facilities, personnel and materials for convention registration, and operating and maintaining a visitor information center;

WHEREAS, Section 351.101(c) of the Texas Tax Code authorizes the City to delegate management of hotel occupancy tax revenue to a third party by contract, provided that the City approves the budget of the third party annually, the third party provides reports showing expenditures from the revenue at least quarterly, and that the third party maintain the revenue in a separate bank account from other funds, and Section 351.101(d) requires said third party to maintain “complete and accurate financial records of each expenditure of hotel occupancy tax revenue” made by the party;

WHEREAS, certain administrative costs associated with the management of programs using hotel occupancy tax revenues can be paid for with those tax revenues pursuant to Section 351.101(e) of the Texas Tax Code, and specific travel can be funded with said revenues pursuant to Section 351.101(f); and

WHEREAS, the City and the Chamber wish to enter into an agreement delegating to the Chamber the oversight of the use of a certain amount of hotel occupancy tax receipts collected by the City in exchange for the Chamber agreeing to use the funds for purposes authorized by law and providing financial transparency in the use and maintenance of said funds.

NOW, THEREFORE, the City and the Chamber agree as follows.

1. Definitions.

Terms defined in the preamble have their assigned meanings and each of the following terms shall mean as follows:

- 1.1 “Fiscal Year” means the twelve-month period beginning October 1 and ending September 30.
- 1.2 “Hotel Tax Revenue” means the revenue from the municipal hotel occupancy tax that is levied and collected by the City in accordance with Chapter 351 of the Texas Tax Code.
- 1.3 “Tourism Activities” means activities to directly enhance and promote tourism and the convention and hotel industry by:

- (a) Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the City;
- (b) Furnishing facilities, personnel, and materials for the registration of convention delegates or registrants;
- (c) Encouraging, promoting, improvement, and applying the arts;
- (d) Engaging in historical restoration and preservation projects or activities and advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums in the City; and
- (e) Installing signage directing the public to sights and attractions that are visited frequently by hotel guests in the City.

1.4 “Tourism Funds” is defined in Section 3.1.

2. Term and Termination.

2.1 Term. The term of this Agreement begins on October 1, 2025 and ends on September 30, 2026. Thereafter, the term of this Agreement shall renew for successive one (1) year terms if the Chamber is in compliance with this Agreement, unless one party notifies the other party in writing at least ninety (90) days prior to the expiration of the then current term.

2.2 Termination. This Agreement may be terminated by either party, with or without cause, by tendering ninety (90) days written notice to the other party. In the event of such a termination, the following provisions apply:

- (a) *Reimbursements for Contractual Obligations.* The City agrees to reimburse the Chamber for any contractual obligations undertaken by the Chamber in satisfactory performance of the Tourism Activities that were approved by the City Council through the Chamber budget. This reimbursement obligation is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of the Tourism Activities.
- (b) *Return of Tourism Funds.* Subject to Section 2.2(a), the Chamber agrees to return any unencumbered or unused Tourism Funds to the City no later than sixty (60) days following the termination of this Agreement.

3. Tourism Funds.

3.1 Allocation. Subject to the provisions of this Agreement, the City agrees to allocate one hundred percent (100%) of Hotel Tax Revenue, except for amounts necessary to reimburse the City for its costs in administering and collecting the Hotel Tax itself (the “Tourism Funds”).

3.2 Disbursement. The Tourism Funds shall be paid to the Chamber in four (4) quarterly installments during this Agreement.

3.3 Return of Excess Funds. Any Tourism Funds which are not used by the Chamber at the end of a Fiscal Year shall be returned to the City on or before the 1st day of November following said Fiscal Year.

4. Use of Tourism Funds.

4.1 Generally. In accordance with Section 351.101 of the Texas Tax Code, the Chamber shall use the Tourism Funds solely for the Tourism Activities.

4.2 Administrative Costs. The Chamber may spend Tourism Funds for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the Tourism Activities. The portion of the total administrative costs of the Chamber for which Tourism Funds may be used may not exceed the portion of those administrative costs actually incurred in conducting the Tourism Activities.

4.3 Restrictions on Travel Expenditures. In accordance with Section 351.101(f) of the Texas Tax Code, Tourism Funds may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

4.4 Promotion of the City. In all promotional material generated or used by the Chamber in the performance of the Tourism Activities, the Chamber shall include reference to the City's funding of the Tourism Activities.

5. Recordkeeping and Reporting Requirements.

5.1 Fiduciary Relationship. The Chamber acknowledges that the approval of this Agreement by the City Commission creates a fiduciary duty in the Chamber with respect to the Tourism Funds. The Chamber shall spend Tourism Funds only in the manner and for the purposes specified in this Agreement and Section 351.101 of the Texas Tax Code.

5.2 Separate Account. The Chamber shall maintain the Tourism Funds in a separate account. The Chamber shall not commingle Tourism Funds with any other money.

5.3 Financial Records. The Chamber shall maintain complete and accurate financial records of each expenditure of Tourism Funds made by the Chamber and, on request of the City Manager or the City Manager's designee, or as may be required by law, the Chamber shall make the records available for inspection and review during normal business hours.

5.4 Audit. The Chamber shall furnish the City an independent audit of the Tourism Funds for the preceding Fiscal Year not later than January 1st of the following year. Said audit shall be done by a qualified accountant selected by, and at the expense of, the Chamber.

5.7 Quarterly Reports. The Chamber shall submit a quarterly report to the City Manager, in a mutually acceptable format, no later than thirty (30) days after the end of each quarter. Said report shall describe the activities of the Chamber using Tourism Funds and the Tourism Funds expended by the Chamber during the previous quarter. The Chamber shall include administrative expenses and

any allocation of personnel resources related to this Agreement in the quarterly report. The City will review the quarterly reports to ensure that the Tourism Funds have been used for purposes allowed by this Agreement.

6. General Provisions.

6.1 **Governing Law.** The laws of Texas govern all matters relating to this Agreement, including torts, without regard to its conflict of law principles. The venue for any disputes concerning this Agreement shall be in Stephens County, Texas.

6.2 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

6.3 **Merger.** This Agreement states the full agreement between the parties and supersedes all prior negotiations and agreements. Specifically, this Agreement supersedes and replaces the Contract between the parties dated January 7, 2022.

6.4 **Severability.** It is the intention of the parties that the provisions of this Agreement will be enforceable to the fullest extent permissible under Texas law. If any clause or provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, that provision is severed from this Agreement and the other provisions remain in force.

6.5 **Successors and Assigns.** This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.6 **Amendments.** The parties shall not amend this Agreement, except by an agreement in writing signed by both parties.

6.7 **No Waiver.** Failure of a party to give notice of any breach by the other party of any provision of this Agreement will not be deemed a waiver of any prior or subsequent breach.

6.8 **Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement represent that they have authorization to sign on behalf of their respective organizations.

6.9 **Notice.** The parties must send all notices required by this Agreement in writing by certified mail. A notice is effective when the intended recipient receives it. If a party’s address for notice changes, that party must send a signed notice in writing by certified mail to the other party within ten (10) business days of the address change. The current address for notice for each party is as follows:

City:	City of Breckenridge Attn: City Manager 105 N. Rose Breckenridge, TX 76424	Chamber:	Breckenridge Chamber of Commerce Attn: Executive Director 100 E. Elm Breckenridge, TX 76424
Chamber:	Breckenridge Chamber of Commerce		

EXECUTED this the 14th day of October, 2025.

CITY OF BRECKENRIDGE

Cynthia Northrop, City Manager

ATTEST:

Jessica Sutter, City Secretary

BRECKENRIDGE CHAMBER OF COMMERCE

_____, President



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Family Fun Festival

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

This is the third annual Family Fall Festival. This is a cooperative event between the Chamber, City, and County. Last year, it was decided to hold the event on the last Tuesday of October in order not to compete with the schools and area churches that also hold trunk-or-treat events at their individual locations. This year's event will be held on Tuesday, October 28th, from 4 pm to 7 pm and will include the closure of Rose (from Walker North to Elm), Elm (From Rose to Court), and Court (from Elm to Walker). This year's event will include vendors, a Pumpkin Decorating Contest, a Costume Contest, a Hayride, Trunk-or-Treat, food trucks, and photo booth opportunities.

FINANCIAL IMPACT:

NA – sponsors and donations

STAFF RECOMMENDATION:

Consider approval of the 2025 Family Fun Fest as presented.





BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of an Interlocal for Fire Services with Stephens County.

Department: Administration

Staff Contact: Cynthia

Title: City Manager

BACKGROUND INFORMATION:

In the interest of cooperation, the City of Breckenridge has several interlocal agreements with Stephens County. The City and County have held a joint meeting in 2024 to discuss updates to multiple agreements. At that time it was agreed that the Fire Services Interlocal Agreement would add a clause that Stephens County will reimburse 50% of overtime personnel costs capped at the city's budgeted amount for overtime.

This agreement is a renewal of the agreement that was passed by commissioners in November of 2023 and will expire September 30, 2026.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Consider approval of updated Fire Services Interlocal Agreement with Stephens County and authorize the City Manager to execute the documents.

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

**THE STATE OF TEXAS §
§
COUNTY OF STEPHENS §**

FISCAL YEAR 2025-2026

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

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

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

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

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

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

PUBLIC PURPOSE

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

CITY OBLIGATIONS

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

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

B. Emergency services other than those concerning fire protection and other emergency response services are not the subject of this contract. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this contract to provide services in any municipality. However, nothing in this contract is

intended to prevent the CITY's Fire Department from providing other services in addition to the services contracted for herein, nor from providing services within municipalities, but in doing so, the CITY's Fire Department does not act as an agent of the COUNTY, and the COUNTY assumes no responsibility for such services.

C. Further, in providing such services and as a collateral incident of this contract, it is agreed that the CITY's Fire Department may utilize any COUNTY equipment provided to the CITY's Fire Department under this contract. However, it is expressly agreed and understood that the **CITY'S FIRE DEPARTMENT SHALL HOLD THE COUNTY HARMLESS FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION AND INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR THE USE OF THE CITY'S FIRE DEPARTMENT IN PERFORMANCE OF ITS RESPONSIBILITIES UNDER THIS CONTRACT WHEN THAT EQUIPMENT IS USED BY THE CITY'S FIRE DEPARTMENT WITHIN A MUNICIPALITY.** The CITY agrees to reimburse the County for half of the deductible expense for vehicle maintenance on COUNTY vehicles used by the CITY's Fire Department pursuant to this contract.

D. The CITY's Fire Department shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this contract and to provide immediate and direct supervision of the CITY's Fire Department members, volunteers, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the full adherence of the purposes, terms, and conditions of this contract.

E. The CITY's Fire Department agrees to cause its members and personnel providing fire protection services in the performance of this contract when performing said services to conduct themselves in a professional manner and to comply with applicable laws. All firefighters must be properly trained and equipped to perform fire protection duties. Radio communications will be conducted according to any rules, procedures, or directives of the Sheriff of Stephens County and/or County Fire Marshal. The City's Fire Department further agrees that it will cooperate with the County Fire Marshal to the extent provided for in Texas law.

F. The CITY's Fire Department warrants that, in carrying out the terms of this contract, it will not utilize any person under 18 years of age in the performance of the services to be provided under this contract.

G. It is agreed that the CITY's Fire Department shall comply with any rules, procedures, or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees.

H. The books and records maintained for operating the CITY's Fire Department shall be open to inspection by the COUNTY or its designated representatives during regular business hours.

I. EACH QUARTER, the CITY's Fire Department shall submit a financial report to the COUNTY.

J. The CITY's Fire Department shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Stephens County Fire Marshal is authorized to review and update all fire incident reports filed by the Fire department with the State Fire Marshal's office.

K. The CITY's Fire Department shall maintain a "current" status throughout the term of this agreement as a First Responder Organization (FRO) per Title 25 Texas Administrative Code 157.14.

L. If the CITY'S Fire Department is utilizing COUNTY property, the attached "Stephens County Asset Control Verification Form" must be completed and returned with this agreement. If the form is not completed and returned with the interlocal, said property will become subject to forfeit to the COUNTY.

M. The CITY shall maintain statutory workers' compensation coverage for its employees, officers, and volunteers regarding the CITY'S performance under this contract. The CITY recognizes that the COUNTY has no responsibility to furnish this coverage, and the CITY waives any right to pursue the COUNTY for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

CONSIDERATION

For the services provided above, the COUNTY shall provide CITY with a sum not to exceed \$4,166.67 per month during the term of this contract. Additionally, the COUNTY and CITY shall equally divide all fuel and maintenance costs and budgeted overtime expenses. The CITY shall provide the COUNTY with an itemized statement each month for the fuel and maintenance costs and overtime expenses, and the COUNTY shall reimburse the CITY for half of its expenses. The County's reimbursement for half of the City's budgeted overtime expense will be capped at \$25,000 unless the City and the County agree otherwise due to extenuating circumstances. Reimbursement from the COUNTY to the CITY for fuel and maintenance costs and overtime expenses is contingent on the itemized statement. If the CITY does not submit a monthly itemized statement, it shall result in a delay in payment until the statement is submitted. All sums to be paid under this contract by the COUNTY shall be made from current revenues available.

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

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

NOTICE OF NON-APPROPRIATION

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

DEFAULT

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

TERM AND RENEWAL

The effective date of this agreement shall be **October 1st, 2025** and this contract shall expire at midnight on **September 30th, 2026**.

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

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

TERMINATION

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

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

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

DISPUTE RESOLUTION

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

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

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

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

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

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

GENERAL PROVISIONS

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

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

← NIMS
personnel +
compliant
lists

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

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

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

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

Notices:

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

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

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

City Manager
105 North Rose
Breckenridge, TX 76424

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

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

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

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

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

STEPHENS COUNTY

BY:

MICHAEL ROACH, COUNTY JUDGE

DATE:

9.22.25

CITY OF BRECKENRIDGE

BY:

CYNTHIA NORTHROP, CITY MANAGER

DATE:



SEAL

STEPHENS COUNTY FIRE MARSHAL
BRECKENRIDGE FIRE DEPARTMENT

BY:

MALCOM BUFKIN

DATE:

9/22/2025



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of renewing the Interlocal for Animal Control services with Stephens County.

Department: Administration

Staff Contact: Cynthia

Title: City Manager

BACKGROUND INFORMATION:

In the interest of cooperation, the City of Breckenridge has several interlocal agreements with Stephens County. The City and County have been discussing updates as well as a new interlocal for Animal Control services in the unincorporated area of Stephens County. The City and County held a joint meeting to discuss the details of the agreements and several updates.

The City Commission recently took action to approve the Animal Control interlocal, because there had been changes and updates from original discussions. The timeframe approved for the agreement was from October 1, 2024, through September 30, 2025.

This update to the interlocal doesn't change what was previously approved, but the timeframe will be for the next year from October 1, 2025, through September 30, 2026.

FINANCIAL IMPACT:

See agreement

STAFF RECOMMENDATION:

Consider approval of renewing Animal Interlocal with Stephens County and authorize the City Manager to execute the documents.

THE STATE OF TEXAS
COUNTY OF STEPHENS

**INTERLOCAL AGREEMENT BETWEEN
STEPHENS COUNTY AND THE CITY OF BRECKENRIDGE**

This Interlocal Agreement is made and effective as of the 7th day of Oct, 2025, by and between the Commissioner's Court of Stephens County, Texas, (hereinafter referred to as "County") a political subdivision, acting pursuant to a resolution duly voted upon and passed during a regular called meeting of said Commissioner's Court, and the City Commission of Breckenridge, Texas, (hereinafter referred to as "City") a political subdivision, acting pursuant to a resolution duly voted upon and passed during a regular called meeting of said City Commission.

**THIS AGREEMENT IS MADE PURSUANT TO THE INTERLOCAL
COOPERATION ACT OF THE TEXAS GOVERNMENT CODE.**

NOW, THEREFORE, in consideration of the following promises and covenants, and of the mutual benefits to accrue to the parties to this Agreement, the parties hereto, desiring to cooperate for the benefit of the citizens of the City of Breckenridge and Stephens County, Texas, in providing and carrying out their public functions and services, agree as follows:

1. RECITALS.

The City shall own and operate an animal shelter in Breckenridge, Stephens County, Texas, for the benefit of the City of Breckenridge and Stephens County, Texas. The City shall provide animal control services, including but not limited to housing, food, water, and veterinary services, if needed, for lost, stray, homeless, abandoned, unwanted, dangerous, or aggressive dogs or animals located in the City of Breckenridge and for lost, stray, homeless, abandoned, unwanted, dangerous, or aggressive dogs or animals located in unincorporated areas of Stephens County, Texas, which have been specifically referred to the said Animal Shelter by the Stephens County Sheriff's Department.

The County and the City desire to enter into this agreement in regard to the operation of said Animal Shelter to ensure the benefit, safety, and welfare of the citizenry of Stephens County, Texas and Breckenridge, Texas, and for the humane treatment of said animals as set forth in the laws of the State of Texas.

2. DEFINITIONS.

- a. Breckenridge Police Department shall be referred to herein as Police Department.
- b. Breckenridge Chief of Police shall be referred to herein as Chief of Police.
- c. Breckenridge Animal Shelter shall be referred to herein as Animal Shelter.
- d. Breckenridge Animal Control Officers shall be referred to herein as Animal Control Officers.
- e. Stephens County Sheriff's Office shall be referred to herein as Sheriff's Office.
- f. Stephens County Sheriff shall be referred to herein as Sheriff.
- g. Stephens County Sheriff's Officers or Deputies shall be referred to herein as Sheriff's Officers.

- h. Animal Shelter shall mean the facility that shall keep or legally impound stray, homeless, abandoned, feral, quarantined, or unwanted animals.
- i. Animal Control shall mean the animal control function of Breckenridge, Texas
- j. Animal Control Officer means any person licensed and employed by the City to care for animals at the Animal Shelter.

3. CITY RESPONSIBILITY.

The City shall employ and be totally responsible for the actions of all employees of the Animal Shelter, the Animal Control Officers, and the Police Department.

The City shall bear all the operating expenses for the Animal Shelter, including, but not limited to, electricity, water, gas, trash, phone, internet, and sewer services. The City shall pay any expenses for the ordinary upkeep, maintenance, repair, and wear and tear of the Animal Shelter and its surrounding premises.

The City shall be responsible for any food, transportation of animals, and any special needs of an animal. The City shall be responsible for all veterinary expenses, medication, sterilization, and euthanization for all animals placed in the Animal Shelter by Animal Control Officers, the Police Department, or the Municipal Court Judge.

The City agrees to collect, retrieve, gather, transport, house, feed, and care for any animals requested by the Sheriff's Office through a verbal or written request to the City, the Animal Control Officers, and/or the Police Department. This shall be accomplished as soon as possible without unnecessary delay.

The City shall house, provide care for, support, maintain, and confine animals in the Animal Shelter delivered to the Animal Shelter by the Animal Control Officers, Police Department, Sheriff's Officers and the public as well as any animal ordered to be delivered to the shelter by the Breckenridge Municipal Court Judge, Stephens County Justice or the Peace, Stephens County Judge, 90th Judicial District Judge.

The Chief of Police shall develop and implement a set of Rules of Operation for the Animal Shelter that are in compliance with Texas State law and distribute those rules to all Animal Shelter employees, all Animal Control Officers, the Police Department Officers, and all Sheriff's Officers. The Police Officers, Animal Control Officers, the Sheriff's Officers, and Animal Control employees shall follow the City's Rules of Operation for the said Shelter, and all state laws and local ordinances.

4. COUNTY RESPONSIBILITY.

The County shall pay the City \$30,000 annually, payable in twelve (12) monthly payments to support the operation of the Animal Shelter. Said payments from the County shall be made by check and delivered to the City Offices. These funds shall be used by the City only and strictly for the expenses directly associated with the operation and staffing of the Animal Shelter.

In addition, the County shall be responsible for all euthanization for all animals placed in the Animal Shelter by the Sheriff's Officers or that are placed there at the direction of the Sheriff's Officers, the Stephens County Judge, the Stephens County Justice of the Peace, or the 90th District Court Judge.

5. LIABILITY & INSURANCE.

It is agreed by the City and the County that said City shall assume complete responsibility for the care, control, sheltering, feeding, health, safety, and medical care of the animals while said animals are housed in the Animal Shelter. It is also agreed that the City shall assume complete responsibility for the care, control, health, safety, and medical care of the animals while said animals are being transported. The animals under the control of the Animal Shelter shall at all times be kept under humane conditions and treated humanely at all times. The City agrees to pay for and maintain appropriate insurance coverage for liability purposes in regard to all aspects of the Animal Shelter.

6. REPORTS.

The City agrees to furnish the County quarterly reports detailing the Animal Shelter's operation. This report shall include current photographs of the shelter and dogs, total number of animals taken into the Shelter (city vs county), number of animals "adopted out" (city vs county), number of dogs quarantined (city vs County), number of dogs euthanized (city vs county), verified expenses for County housed animals for which the City is requesting reimbursement for euthanization expenses, and any other charges.

7. ANIMAL TREATMENT.

The City shall keep the shelter in a sanitary condition as defined under Chapter 826 of the Health & Safety Code and in compliance with the City's Animal Control Ordinance. All Animals shall be confined in enclosures that are structurally sound and maintained in good repair.

The City shall supply all animals impounded in the Animal Shelter with sufficient wholesome food and water during confinement.

The Animal Shelter shall protect impounded animals from the cold, wind, rain, and snow.

The Animal Shelter shall provide animals with fresh air either by means of windows, doors, vents, fans, or air conditioning, and shall be ventilated so as to minimize drafts, odors, and moisture condensation.

All euthanizations of an animal must be performed in accordance with the Section 821 Health & Safety Code and in accordance with the American Veterinary Medical Association standards.

8. TERM.

This Interlocal Agreement shall be for a period of one (1) year beginning October 7th, 2025, and ending Sep 30th, 2026. At that time, all terms of this Agreement shall be renegotiated between the parties currently in office at that time.

9. NECESSITY FOR SERVICE.

The City and the County acknowledge and agree that a part of the responsibilities of both the City and the County is for the betterment of the public welfare and the parties hereby agree that such responsibility makes it imperative that the performance of the services be undertaken by both the County and the City as a governmental function. Therefore, each and all of the parties to this Agreement hereby invoke the doctrine of governmental immunity to the maximum extent permitted by law.

10. COMPENSATION.

All parties to this Agreement agree and understand that this agreement is entered into solely for the limited purpose of protecting the health, life, and property of those individuals in the City of Breckenridge, Texas, and Stephens County, Texas. Therefore, all parties hereto agree and understand that the City officers and employees shall not be entitled to wages, salary, pension, insurance, or any other type of compensation from the County for rendering any services described herein, nor shall County officers and employees be entitled to wages, salary, pension, insurance, or any other type of compensation from the City while performing any duties described herein.

11. QUALIFICATIONS.

The City warrants and represents that its Police Officers, employees, Animal Control Officers, and Animal Shelter employees are qualified to provide the necessary services required under this Agreement and that all services will be provided in accordance with the generally accepted standards, state laws, and local ordinances applicable thereto in an acceptable humane manner. All services provided hereunder shall be in accordance with all Federal laws, Texas laws, and local ordinances, rules, and regulations. Said officers or employees of the City shall observe and comply with all applicable Federal, State, and local laws, rules, and regulations, as well as provide all services in a humane manner.

12. TEXAS TORT ACT.

The County may be responsible for the acts or failures to act of its Sheriff, Sheriff's Office employees, agents, or servants, but provided, however, such responsibility shall be subject to the terms, provisions, and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act. The City may be responsible for the acts or failures to act of its Chief of Police, the Police Department employees, agents, or servants, Animal Control Officers, and Animal Shelter employees, but provided, however, such responsibility shall be subject to the terms, provisions, and limitations, of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

13. INDEMNIFICATION.

To the extent allowed by law, the City shall indemnify, defend, and hold harmless the County, with respect to any claims, demands, actions, costs, and other expenses including attorney fees, court costs, or mediation expenses resulting from any errors, omissions, torts, or other negligent acts or omissions of the officers or employees of the City who are acting under this Agreement, unless the officers or employees are acting under the direct supervision of a member of the County's Sheriff's Office.

To the extent allowed by law, the County shall indemnify, defend, and hold harmless the City, with respect to any claims, demands, actions, costs, and other expenses including attorney fees, court costs, or mediation expenses resulting from any errors, omissions, torts, or other negligent acts or omissions of the officers or employees of the County who are acting under this Agreement, unless the officers or employees are acting under the direct supervision of a member of the City's Chief of Police or Police Department.

14. PRIOR AGREEMENTS.

This Agreement shall supersede any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding between the parties hereto.

15. AMENDMENTS, MODIFICATIONS, TERMINATION.

This Agreement may be amended or modified at the written request of either party hereto and with by a majority vote of the County Commissioner's Court and the City Commission, with a thirty-day written notice to the other party. No amendment or modification of this Agreement shall be valid or binding unless in writing and enacted by both the County Commissioner's Court and the City Commission of the City.

Either party hereto may terminate this Interlocal Agreement with 30 days' written notice.

16. SEVERABILITY.

This agreement is entire as to all the performances to be rendered under it. Breach of any obligation to be performed by either party shall constitute a breach of the entire agreement and shall give the non-breaching party the right to immediately terminate this agreement.

If any term, provision, covenant, or condition of this agreement is held to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

17. **FORCE MAJEURE.**

In the event that either party hereto shall be prevented, interrupted, or delayed by any occurrence from completing their required performance of their obligations or undertakings hereunder by an act of God, the result of war, riot, civil disorder, sovereign conduct, or the act or conduct of any person or persons who are not parties or privy hereto or any other occurrence whatsoever which is beyond the control of either party hereto, then that party shall be excused from any further performance of that party obligations and undertakings hereunder for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

18. **NOTICES.**

Any notice required under this Agreement shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth herein for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified herein.

Address of the County:

Honorable Michael Roach (or his successor in Office), Stephens County Judge,
Stephens County Courthouse
200 W. Walker, Breckenridge, Texas 76424

Address of the City:

Office of the City Manager, Cynthia Northrop (or her successor in office)
105 N. Rose, Breckenridge, Texas 76424

19. **LAW AND VENUE.**

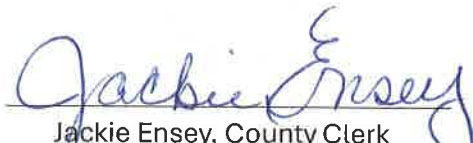
This Interlocal Agreement is governed by the laws of the State of Texas, and all obligations under this Interlocal Agreement are performable in Stephens County, Texas.

This Interlocal Agreement was duly approved by the Commissioners Court of Stephens County, TX on the 8 day of Sep 2025.




Michael Roach, County Judge

ATTEST:


Jackie Ensey, County Clerk

This Interlocal Agreement was duly approved by the City Commission of the City of Breckenridge on the _____ day of _____ 2025.



Cynthia Northrop, City Manager

ATTEST:

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of an Interlocal for shared use of the Stephens County Law Enforcement Center building.

Department: Administration

Staff Contact: Cynthia

Title: City Manager

BACKGROUND INFORMATION:

In the interest of cooperation, the City of Breckenridge has several interlocal agreements with Stephens County. The City and County have been discussing updates to several of them including the shared use of Stephen's County Law Enforcement Center building. The City and County held a joint meeting to discuss the details of the agreements and several updates.

The City Commissioners took action to approve this agreement in January of 2025, which expired September 30, 2025.

This update to the interlocal agreement does not alter what was previously approved and will remain in effect for a term set to expire on September 30, 2026.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Consider approval of the updated LEC Building Interlocal Agreement with Stephens County and authorize the City Manager to execute the documents.

THE STATE OF TEXAS
COUNTY OF STEPHENS

**INTERLOCAL AGREEMENT BY
STEPHENS COUNTY AND THE CITY OF**

*Cynthia to date
effective on
Oct. 1, 2025
↓ ↓ ↓*

This Interlocal Agreement is made and effective as of the ____ day of _____, 2025, by and between the Commissioners Court of Stephens County, Texas, (hereinafter referred to as "County") a political subdivision, acting pursuant to a resolution duly voted upon and passed during a regular called meeting of said Commissioner's Court, and the City Commission of Breckenridge, Texas, (hereinafter referred to as "City") a political subdivision, acting pursuant to a resolution duly voted upon and passed during a regular called meeting of said City Commission.

**THIS AGREEMENT IS MADE PURSUANT TO THE INTERLOCAL COOPERATION
ACT OF THE TEXAS GOVERNMENT CODE.**

NOW, THEREFORE, in consideration of the following promises and covenants, and of the mutual benefits to accrue to the parties to this Agreement, the parties hereto, desiring to cooperate for the benefit of the citizens of the City of Breckenridge and Stephens County, Texas, in providing and carrying out their public functions and services, agree as follows:

1. RECITALS.

The County shall own and operate a law enforcement center and 48-bed jail facility in Breckenridge, Stephens County, Texas, for the benefit of the Stephens County Sheriff's Office ("Sheriff's Office") and the Breckenridge Police Department ("Police Department").

The County and the City desire to enter into this agreement in regard to the law enforcement center in order to ensure the benefit, safety, and welfare of the citizenry of Stephens County and the City of Breckenridge.

2. COUNTY RESPONSIBILITY.

The County shall employ and be responsible for all members of the Sheriff's Office. The jail facility shall be staffed by members of the Sheriff's Office.

The County shall pay for the law enforcement center's maintenance, primary upkeep, and repairs.

The County shall house, support, maintain, and confine in the law enforcement jail facility all persons arrested by the Sheriff's Office and the Police Department and charged by complaint with an offense equal to or greater than a Class B misdemeanor which is within the jurisdiction of Stephens County, Texas and/or the Police Department.

The Stephens County Sheriff (the "Sheriff") shall be responsible for the operation of the Law Enforcement Center and Jail Facility. As such said Sheriff shall develop and implement a set

of Rules of Operation and distribute those rules to all County and City employees that are employed as Police Officers or Deputy Sheriffs or are stationed in the Law Enforcement Center.

3. CITY RESPONSIBILITY.

The City Officers and Employees shall follow the Sheriffs Rules of Operation for the Law Enforcement Center and Jail Facility.

The City shall be responsible for all expenses associated for a "City Prisoner" including medical expenses, transportation, additional security for security to a medical facility. A "City Prisoner" shall be defined only as a person arrested by a City Police Officer and charged with a Class C Misdemeanor or a City ordinance violation or confined for any reason by Municipal Court Judge.

4. BOOKING.

It is mutually agreed between the parties hereto that upon presentation by a City Police Officer of a City Prisoner, and either a signed complaint sworn to before a competent authority or a commitment or warrant signed by the Municipal Court Judge or other legal authority, the Sheriff will book the City Prisoner in the Law Enforcement Jail Facility and then become responsible for the care and custody of the City Prisoner and said City Prisoner's Property, subject to the limitations and conditions set forth herein. Bail for any person incarcerated under the provisions set forth herein is governed by the provisions of the Texas Code of Criminal Conduct.

City Officers shall process all City Prisoners through the identification procedure, before and after booking said City Prisoners into the Law Enforcement Center's Jail Facility; however, the Sheriff may, at his option, fingerprint and photograph all City Prisoners booked into the Law Enforcement Center's Jail Facility. During the booking process of a City Prisoner, all City Officers shall submit to the Sheriffs employee in charge of the jail shift at the time of such incarceration a Probable Cause Affidavit and a Criminal History Report at the time of booking for each and every City Prisoner to be housed at the Law Enforcement Center Jail Facility. The City Officer must notify the County employee in charge of the jail shift, in writing and at the time of booking, of any medical condition of the City Prisoner known to the arresting City Officer.

It is understood and agreed that, in the event of an emergency situation or condition or if the Jail Facility reaches maximum population as set forth by the Texas Jail Standards thereby forcing the Sheriff to be unable to book or continue to house City Prisoners in the Jail Facility, then the Sheriff may decline to book, house or continue to hold any City Prisoner in the Law Enforcement Jail Facility.

Further, in the event that a City Prisoner has to be "tasered" or "maced" by a City Officer, medical personnel will be summoned to the scene to assess the subject. This expense shall be paid by the City. If the medical assessment or other circumstances dictate the subject needs further medical treatment, the subject will be transported to the nearest medical facility for further evaluation. Medical treatment will not be refused for anyone who requests it or if, in the opinion of the Sheriff's Office personnel, the subject should receive such evaluations prior to booking.

Probes located in sensitive areas such as the face, neck, groin or breast will be removed by medical personnel. Removal of probes in other areas may be extracted City Officers at the direction of the scene supervisor. City Officers shall provide first aid following the removal of the probes by applying alcohol wipes or first aid cream and band-aids to the probe sites as needed.

In the event a City Prisoner has been "tasered" or "maced", at the time the City Prisoner is presented to the Law Enforcement Center for booking, housing, or holding, said arresting City Officer shall present to the Sheriff's Officer a written release from medical personnel or medical facility for the "tasered" City Prisoner.

5. MEDICAL.

The City agrees to furnish and reimburse the County for any and all costs associated with medical services including but not limited to medicine charges, physicians, medicine, hospitalization, prescription drugs, ambulance charges, dental expenses, optometry expenses, transportation expenses, and surgical expenses of City Prisoners if said City Prisoners become sick or injured before or after being booked in the Law Enforcement Center's Jail Facility.

The Sheriff shall summon any and all necessary medical help as needed in the sole opinion of the Sheriff Officer on duty or the Jail Staff personnel in charge. The City Officer shall be responsible for transporting City Prisoners; however, if a City Officer is unavailable to transport, then the Sheriff's Office shall transport such City Prisoner who needs medical attention without undue delay. The Sheriff Office's Officer in charge of the shift in which a City Prisoner is presented shall determine, upon presentation of any City Prisoner, as to whether at that time the City Prisoner shall be transported by the Police Department to a hospital at the time of booking. The City shall be responsible for transporting all Class C misdemeanors who need medical attention of any kind.

In the event that a City Prisoner must be hospitalized or taken off the Law Enforcement Center's premises for medical care of any description, the City shall be responsible for furnishing temporary guards and transportation for the City Prisoner as long as said City Prisoner is hospitalized or is receiving such medical care, treatment, or testing.

6. BAILIFFS.

The City agrees to furnish its own bailiffs to escort City Prisoners to and from the Breckenridge Municipal Court or any other location to which they may need to be transported.

7. DAMAGES.

The City agrees that if a City Prisoner willfully, intentionally, knowingly, recklessly, or negligently damages or destroys any part of the said Jail Facility or its contents thereof, the City will reimburse the County for the amount of the destruction, damages, or replacement caused by a City Prisoner.

8. UTILITIES.

The City shall pay all utility expenses for the Law Enforcement Center including electric expenses, gas expenses, water and sewer service, trash service and the increase in expense for the any additional bandwidth accommodating Police Department internet over and above the Sheriff's Office internet expenses. Further, the City shall be responsible for the phone services, cell service, long distance call expense and land line service for the east side of the Law Enforcement Center in which the Police Department is housed.

The County shall pay internet expenses, phone services, cell service, long distance call expenses, and land line service for the west side of the Law Enforcement Center in which the Sheriff's Office is housed.

9. JAIL CELLS.

This is agreed by the parties hereto that there shall be only two (2) beds made available for usage by the Police Department to house City Prisoners. It shall consist of one bed for a male and one bed for a female. Any time the Police Department has to have a prisoner housed in a neighboring county's jail facility, the City shall be responsible for any and all costs associated with this housing, any medical expenses, and any damages caused by said City Prisoner and all transportation expenses of such a prisoner and shall reimburse the County for these costs and expenses.

In the situation involving overcrowding, as determined under the Texas Jail Standards regulations, or housing emergencies, the City bed reservation shall be adjusted or terminated for a temporary period of time at the sole discretion of the Sheriff. Further, due to classification of inmate issues, this adjustment may be necessary to prevent housing of inmates in neighboring counties' jail facilities.

The law enforcement center jail facility shall be equipped with two (2) holding cells and two (2) detoxification cells. The parties agree and understand that no Class C misdemeanor inmates will be housed in either the holding cell or detoxification cell for more than 24 hours without being released by the arresting Department.

The City agrees to have all City Prisoners magistrate immediately the next day after incarceration.

If the law enforcement center jail facility is at its maximum capacity as designated by the Texas Jail Standards regulations, inmate classification, or other issues affecting the number of inmates and the City has a prisoner or prisoners being housed over and above the two-bed limit and a new prisoner is arrested and a bed is required, the City Prisoner shall be housed in a neighboring county jail. If this event takes place, the City shall be notified and if the City chooses not to release such prisoner, the City shall be responsible for all costs associated with the out-of county housing of such City Prisoner including but not limited to transportation costs, medical costs, costs of guards, costs of housing charged by the neighboring counties. Further, in the event of overcrowding, a Class C misdemeanor City Prisoner shall be discharged by the Sheriff in order to make additional beds available for prisoners charged with a more serious crime. However, in the event the City desires to

have a Class C misdemeanor housed in a neighboring county rather than released, the City shall be responsible for transporting said City Prisoner at all times.

10. ALTERATIONS AND REPAIRS.

City officers and employees shall not make any structural alterations, additions, or other changes to the law enforcement center without the Sheriff's prior written consent.

City officers and employees must use customary diligence in maintaining the premises, parking area, and yard of the law enforcement center. City officers and employees must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the premises without the written approval of the Sheriff.

No holes or stickers are allowed inside or outside the law enforcement center, except that a reasonable number of small nail holes for picture hanging in sheetrock walls and grooves of wood-paneled walls are allowable. There shall be no antennas, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or re-keying permitted unless prior written approval of the Sheriff is obtained. City officer and employees agree not to alter or remove property belonging to the law enforcement center, including alarm systems, smoke detectors, furniture (if any), telephone and cable and internet wiring, screens, locks, and security devices. Any improvements to the premises (whether or not the Sheriff consents) becomes the property of the law enforcement center unless the Sheriff agrees otherwise in writing.

11. TERM.

This Interlocal Agreement shall be for a period of one (1) year beginning October 1, 2024 and ending September 30, 2025. At that time, all terms of this Agreement shall be renegotiated between the parties currently in office at that time.

12. NECESSITY FOR SERVICE.

The City and the County acknowledge and agree that a part of the responsibilities of both the City and the County is for the betterment of the public welfare and the parties hereby agree that such responsibility makes it imperative that the performance of the services be undertaken by both the County and the City as a governmental function. Therefore, each and all of the parties to this Agreement hereby invoke the doctrine of governmental immunity to the maximum extent permitted by law.

13. COMPENSATION.

All parties to this Agreement agree and understand that this agreement is entered into solely for the limited purpose of protecting the health, life, and property of those individuals in the City of Breckenridge, Texas and Stephens County, Texas. Therefore, all parties hereto agree and understand that the City officers and employees shall not be entitled to wages, salary, pension, insurance, or any other type of compensation from the County for rendering any services described

herein, nor shall County officers and employees be entitled to wages, salary, pension, insurance, or any other type of compensation from the City while performing any duties described herein.

14. QUALIFICATIONS.

The City warrants and represents that its officers or employees who enforce the laws for the benefit of the City are fully qualified to provide the necessary services required under this Agreement and that all services will be provided in accordance with the generally accepted standards applicable thereto. All such officers or employees shall be duly licensed and all services provided hereunder shall be in accordance with Texas laws. Said officers or employees of the City shall observe and comply with all applicable Federal, State, and local laws, rules, and regulations.

The County warrants and represents that its officers or employees who enforce the laws for the benefit of the County are fully qualified to provide the necessary services required under this Agreement and that all services will be provided in accordance with the generally accepted standards applicable thereto. All such officers or employees shall be duly licensed and all services provided hereunder shall be in accordance with Texas laws. Said officers or employees of the City shall observe and comply with all applicable Federal, State, and local laws, rules, and regulations.

15. TEXAS TORT ACT.

The County may be responsible for the acts or failures to act of its Sheriffs Office employees, agents, or servants, but provided, however, such responsibility shall be subject to the terms, provisions, and limitations, of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act. The City may be responsible for the acts or failures to act of its Police Department, employees, agents, or servants, but provided, however, such responsibility shall be subject to the terms, provisions, and limitations, of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

16. INDEMNIFICATION.

To the extent allowed by law, the City shall indemnify, defend, and hold harmless the County, with respect to any claims, demands, actions, costs, and other expenses including attorney fees, court costs, or mediation expenses resulting from any errors, omissions, torts, or other negligent acts or omissions of the officers or employees of the City who are acting under this Agreement, unless the officers or employees are acting under the direct supervision of a member of the Sheriffs Office.

To the extent allowed by law, the County shall indemnify, defend, and hold harmless the City, with respect to any claims, demands, actions, costs, and other expenses including attorney fees, court costs, or mediation expenses resulting from any errors, omissions, torts, or other negligent acts or omissions of the officers or employees of the County who are acting under this Agreement, unless the officers or employees are acting under the direct supervision of a member of the Police Department.

17. PRIOR AGREEMENTS.

This Agreement shall supersede any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding between the parties hereto.

18. SEVERABILITY.

This agreement is entire as to all the performances to be rendered under it. Breach of any obligation to be performed by either party shall constitute a breach of the entire agreement and shall give the non-breaching party the right to immediately terminate this agreement.

If any term, provision, covenant, or condition of this agreement is held to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

19. FORCE MAJEURE.

In the event that either party hereto shall be prevented, interrupted, or delayed by any occurrence from completing their required performance of their obligations or undertakings hereunder by an act of God, the result of war, riot, civil disorder, sovereign conduct, or the act or conduct of any person or persons who are not parties or privy hereto or any other occurrence whatsoever which is beyond the control of either party hereto, then that party shall be excused from any further performance of that party obligations and undertakings hereunder for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

20. LAW AND VENUE.

This Interlocal Agreement is governed by the laws of the State of Texas and all obligations under this Interlocal Agreement are performable in Stephens County, Texas.

21. AMENDMENTS OR MODIFICATIONS.

This Agreement may be amended or modified at the written request of either party hereto and with by a majority vote of the County Commissioner's Court and the City Commission with a thirty-day written notice to the other party. No amendment or modification of this Agreement shall be valid or binding unless in writing and enacted by both the County Commissioner's Court and the City Commission of the City.

22. NOTICES.

Any notice required under this Agreement shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth herein for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified herein.

Address of the County:
 Honorable Michael Roach (or his successor in Office), Stephens County Judge
 Stephens County Courthouse
 200 W. Walker Ste. 115, Breckenridge, Texas 76424

Address of the City:
 Office of the City Manager, Cynthia Northrop (or her successor in office)
 105 N. Rose, Breckenridge, Texas 76424

This interlocal agreement was duly approved by the Commissioners Court of Stephens County on the 20th day of Sep 2025.

STEPHENS COUNTY

BY:

Michael Roach
 MICHAEL ROACH, COUNTY JUDGE

ATTEST:

Jackie Ensey
 JACKIE ENSEY, COUNTY CLERK



This interlocal agreement was duly approved by the City Commission of the City of Breckenridge on the _____ day of _____ 2025.

CITY OF BRECKENRIDGE

BY:

 CYNTHIA NORTHROP, CITY MANAGER

ATTEST:

 JESSICA SUTTER, CITY SECRETARY

SEAL





BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding award of Construction bid for TWDB CWSRF Wastewater Treatment Plant Improvements Phase 1.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

This is one of the construction contracts for the TWDB Projects; CWSRF Wastewater Treatment Plant Improvements, Phase 1.

The Request for Proposal was advertised, six bids were received and opened on August 28, 2025. Staff scored the submissions and the engineer reviewed. Based upon the evaluation findings, it is recommended that the construction contract be awarded to Purcell Contracting, as the highest ranking, qualified proposer, in total amount of \$696,150.

TWDB project includes approximately \$3.15 million in loan/grant funding available for construction. The remainder of the funding is intended for the lift station improvements project and additional WWTP improvements.

FINANCIAL IMPACT:

Construction contract amount: \$696,150

STAFF RECOMMENDATION:

Consider awarding the construction contract for the City Of Breckenridge WWTP Improvements Phase 1 to _____ and authorize the City Manager to execute the documents.

Enprotec / Hibbs & Todd, Inc., 402 Cedar Street, Abilene, Texas 79601

TABULATION OF PROPOSALS FOR: CWSRF Wastewater Treatment Plant Improvements Phase I, City of Breckenridge, Texas

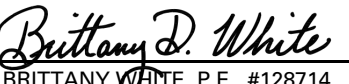
PROPOSALS RECEIVED: 8/28/2025

PE Firm Registration No. 1151

BASE PROPOSAL				Triad Service Group		Purcell Contracting		Dowtech Specialty Contractors	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	1	LS	Mobilization, Bonds & Insurance	\$ 25,000.00	\$ 25,000.00	\$ 33,000.00	\$ 33,000.00	\$ 30,800.00	\$ 30,800.00
2	1	LS	4 Horizontal Brush Aerators	\$ 365,000.00	\$ 365,000.00	\$ 375,000.00	\$ 375,000.00	\$ 331,700.00	\$ 331,700.00
3	1	LS	2 Dewatering Containers, 1 Polymer Feed System, Heat Trace	\$ 182,000.00	\$ 182,000.00	\$ 180,000.00	\$ 180,000.00	\$ 288,900.00	\$ 288,900.00
4	1	LS	1 Frost Proof Fire Hydrant	\$ 1,200.00	\$ 1,200.00	\$ 2,000.00	\$ 2,000.00	\$ 9,100.00	\$ 9,100.00
5	31	LF	4" PVC Pipe	\$ 300.00	\$ 9,300.00	\$ 650.00	\$ 20,150.00	\$ 584.00	\$ 18,104.00
6	108	LF	2" Ductile Iron Pipe	\$ 500.00	\$ 54,000.00	\$ 648.15	\$ 70,000.00	\$ 715.00	\$ 77,220.00
7	1	LS	1 Ultrasonic Flow Meter	\$ 13,000.00	\$ 13,000.00	\$ 16,000.00	\$ 16,000.00	\$ 22,900.00	\$ 22,900.00
TOTAL BASE PROPOSAL PRICE (Items 1 thru 7)					\$ 649,500.00		\$ 696,150.00		\$ 778,724.00

BASE PROPOSAL				Mayim Municipal Builders, LLC		L Howard Construction		TTE, LLC.	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	1	LS	Mobilization, Bonds & Insurance	\$ 43,000.00	\$ 43,000.00	\$ 41,963.00	\$ 41,963.00	\$ 45,000.00	\$ 45,000.00
2	1	LS	4 Horizontal Brush Aerators	\$ 431,000.00	\$ 431,000.00	\$ 479,341.00	\$ 479,341.00	\$ 533,000.00	\$ 533,000.00
3	1	LS	2 Dewatering Containers, 1 Polymer Feed System, Heat Trace	\$ 264,000.00	\$ 264,000.00	\$ 221,624.00	\$ 221,624.00	\$ 240,000.00	\$ 240,000.00
4	1	LS	1 Frost Proof Fire Hydrant	\$ 4,900.00	\$ 4,900.00	\$ 7,069.00	\$ 7,069.00	\$ 11,000.00	\$ 11,000.00
5	31	LF	4" PVC Pipe	\$ 400.00	\$ 12,400.00	\$ 605.00	\$ 18,755.00	\$ 1,000.00	\$ 31,000.00
6	108	LF	2" Ductile Iron Pipe	\$ 712.96	\$ 77,000.00	\$ 547.25	\$ 59,103.00	\$ 648.15	\$ 70,000.00
7	1	LS	1 Ultrasonic Flow Meter	\$ 35,000.00	\$ 35,000.00	\$ 53,361.00	\$ 53,361.00	\$ 30,000.00	\$ 30,000.00
TOTAL BASE PROPOSAL PRICE (Items 1 thru 7)					\$ 867,300.00		\$ 881,216.00		\$ 960,000.00

I, BRITTANY WHITE, P.E., #128714, DO HEREBY CERTIFY THAT THE ABOVE REFERENCED PROPOSALS WERE RECEIVED, IN ACCORDANCE WITH THE ADVERTISED PROCEDURES, OPENED, AND READ ALOUD. THE PROPOSAL TABULATION HEREIN IS A TRUE AND ACCURATE REPRESENTATION OF THE PROPOSALS READ ALOUD.


BRITTANY WHITE, P.E., #128714


8/28/2025



September 16, 2025

City of Breckenridge
105 North Rose Avenue
Breckenridge, TX 76424
Attn: Mr. Bob Sims, Mayor

**Re: Recommendation of Award
TWDB CWSRF No. 73905 – CID 01
Wastewater Treatment Plant (WWTP) Improvements Phase 1**

Dear Mayor Sims:

Proposals for the referenced project were opened on August 28th, 2025. Six (6) proposals were received, and the proposal tabulation was published the same day. This proposal tabulation is also attached for reference. A scoring committee composed of City Staff reviewed the Proposals per the Competitively Sealed Proposal (CSP) criteria provided within the *Instructions to Proposers for Construction Contract*. A copy of the proposal scoring sheet is also provided for reference. The highest-ranking proposal was submitted by Purcell Contracting, LLC out of Meridian, TX.

Based upon the evaluation findings, it is recommended that the construction contract for the City of Breckenridge WWTP Improvements Phase 1 Project be awarded to Purcell Contracting, as the highest ranking, qualified proposer, in the total amount of **\$696,150.00**.

The TWDB project includes approximately \$3.15 million in loan/grant funding available for construction. The remainder of the funding is intended for the lift station improvements project and additional WWTP improvements.

Sincerely,

Enprotec / Hibbs & Todd

Brittany White, P.E.

BW/jd

Encl: Proposal Tabulation
Scoring Summary

c: Breckenridge City Council
Cynthia Northrop, City Manager
Project File 7902

P:\Projects\Breckenridge, City of\7902 2021 CWSRF WWTP Imp\5. Bidding Phase\Phase 1 - WWTP Improvements (CID 01)\Bidder Evaluation\Recommendation of Award_CID 01_9-15-2025.docx

Enprotec / Hibbs & Todd, Inc., 402 Cedar Street, Abilene, Texas 79601

TABULATION OF PROPOSALS FOR: CWSRF Wastewater Treatment Plant Improvements Phase I, City of Breckenridge, Texas

PROPOSALS RECEIVED: 8/28/2025

PE Firm Registration No. 1151

BASE PROPOSAL				Triad Service Group		Purcell Contracting		Dowtech Specialty Contractors	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	1	LS	Mobilization, Bonds & Insurance	\$ 25,000.00	\$ 25,000.00	\$ 33,000.00	\$ 33,000.00	\$ 30,800.00	\$ 30,800.00
2	1	LS	4 Horizontal Brush Aerators	\$ 365,000.00	\$ 365,000.00	\$ 375,000.00	\$ 375,000.00	\$ 331,700.00	\$ 331,700.00
3	1	LS	2 Dewatering Containers, 1 Polymer Feed System, Heat Trace	\$ 182,000.00	\$ 182,000.00	\$ 180,000.00	\$ 180,000.00	\$ 288,900.00	\$ 288,900.00
4	1	LS	1 Frost Proof Fire Hydrant	\$ 1,200.00	\$ 1,200.00	\$ 2,000.00	\$ 2,000.00	\$ 9,100.00	\$ 9,100.00
5	31	LF	4" PVC Pipe	\$ 300.00	\$ 9,300.00	\$ 650.00	\$ 20,150.00	\$ 584.00	\$ 18,104.00
6	108	LF	2" Ductile Iron Pipe	\$ 500.00	\$ 54,000.00	\$ 648.15	\$ 70,000.00	\$ 715.00	\$ 77,220.00
7	1	LS	1 Ultrasonic Flow Meter	\$ 13,000.00	\$ 13,000.00	\$ 16,000.00	\$ 16,000.00	\$ 22,900.00	\$ 22,900.00
TOTAL BASE PROPOSAL PRICE (Items 1 thru 7)					\$ 649,500.00		\$ 696,150.00		\$ 778,724.00

BASE PROPOSAL				Mayim Municipal Builders, LLC		L Howard Construction		TTE, LLC.	
Item No.	Quantity	Unit	Item	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	1	LS	Mobilization, Bonds & Insurance	\$ 43,000.00	\$ 43,000.00	\$ 41,963.00	\$ 41,963.00	\$ 45,000.00	\$ 45,000.00
2	1	LS	4 Horizontal Brush Aerators	\$ 431,000.00	\$ 431,000.00	\$ 479,341.00	\$ 479,341.00	\$ 533,000.00	\$ 533,000.00
3	1	LS	2 Dewatering Containers, 1 Polymer Feed System, Heat Trace	\$ 264,000.00	\$ 264,000.00	\$ 221,624.00	\$ 221,624.00	\$ 240,000.00	\$ 240,000.00
4	1	LS	1 Frost Proof Fire Hydrant	\$ 4,900.00	\$ 4,900.00	\$ 7,069.00	\$ 7,069.00	\$ 11,000.00	\$ 11,000.00
5	31	LF	4" PVC Pipe	\$ 400.00	\$ 12,400.00	\$ 605.00	\$ 18,755.00	\$ 1,000.00	\$ 31,000.00
6	108	LF	2" Ductile Iron Pipe	\$ 712.96	\$ 77,000.00	\$ 547.25	\$ 59,103.00	\$ 648.15	\$ 70,000.00
7	1	LS	1 Ultrasonic Flow Meter	\$ 35,000.00	\$ 35,000.00	\$ 53,361.00	\$ 53,361.00	\$ 30,000.00	\$ 30,000.00
TOTAL BASE PROPOSAL PRICE (Items 1 thru 7)					\$ 867,300.00		\$ 881,216.00		\$ 960,000.00

I, BRITTANY WHITE, P.E., #128714, DO HEREBY CERTIFY THAT THE ABOVE REFERENCED PROPOSALS WERE RECEIVED, IN ACCORDANCE WITH THE ADVERTISED PROCEDURES, OPENED, AND READ ALOUD. THE PROPOSAL TABULATION HEREIN IS A TRUE AND ACCURATE REPRESENTATION OF THE PROPOSALS READ ALOUD.

Brittany D. White
BRITTANY WHITE, P.E., #128714



8/28/2025

	Triad Service Group		Purcell Contracting, LLC		Dowtech Specialty Contractors		Mayim Municipal Builders, LLC		L Howard Construction		TTE, LLC	
Proposal Pricing (50 Points Maximum)	REASONS FOR SELECTION	50.0	REASONS FOR SELECTION	46.4	REASONS FOR SELECTION	40.1	REASONS FOR SELECTION	33.2	REASONS FOR SELECTION	32.2	REASONS FOR SELECTION	26.1
Based on Base Proposal Price Items.												
% difference compared to the Base Proposal Price	\$	649,500.00	\$	696,150.00	\$	778,724.00	\$	867,300.00	\$	881,216.00	\$	960,000.00
Points = (1-(Proposer Price - Lowest Base Proposal Price)/Lowest Base Proposal Price) * 50 points												
Contractors Qualifications (20 Points Maximum)	REASONS FOR SELECTION	7.5	REASONS FOR SELECTION	17.5	REASONS FOR SELECTION	15.5	REASONS FOR SELECTION	15.5	REASONS FOR SELECTION	16.0	REASONS FOR SELECTION	14.0
a. The Proposer's key team members for this project only, and their location (on-site and off-site) during project construction.												
b. The resumes of the Project Manager (PM), Project Superintendent (PS), and the names of all projects that they completed together that will be assigned to the project. Provide the names of contact persons with whom those individuals have worked on listed projects.												
c. Provide the name of two (2) proposed Project Superintendents. Superintendents shall have been directly employed by the Proposer for not less than five (5) years. Provide the name of the projects for which each superintendent was responsible, including the dollar value of the project, date complete, contact name and phone number for the Client. Proposers shall verify that contact name and number is current and correct. Superintendents shall not have been engaged on a Contract Labor basis by the Proposer.												
Current and Completed Projects and References (15 Points Maximum)	REASONS FOR SELECTION	-	REASONS FOR SELECTION	15.0	REASONS FOR SELECTION	13.0	REASONS FOR SELECTION	13.0	REASONS FOR SELECTION	13.0	REASONS FOR SELECTION	10.0
Refer to Article 3	No projects listed											
Adherence to the Technical Requirements of the Request for Proposals (10 Points Maximum)	REASONS FOR SELECTION	8.0	REASONS FOR SELECTION	9.0	REASONS FOR SELECTION	10.0	REASONS FOR SELECTION	10.0	REASONS FOR SELECTION	10.0	REASONS FOR SELECTION	10.0
The Proposer has provided the information and documentation required for the evaluation of the proposal as required in this RFP.												
Safety Record (5 Points Maximum)	REASONS FOR SELECTION	-	REASONS FOR SELECTION	5.0	REASONS FOR SELECTION	5.0	REASONS FOR SELECTION	5.0	REASONS FOR SELECTION	-	REASONS FOR SELECTION	5.0
Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illness Form for the last three (3) years.												
	No data											
TOTAL SCORE out of 100												
	65.5 92.9 83.6 76.7 71.2 65.1											
RANK												

Owner's Signature: _____

Date: _____

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Resolution 2025-29 directing publication of Notice of Intention to Issue \$1,720,000 in Combination Tax and Surplus Revenue Certificates of Obligation to provide funds for Water System Improvements; and resolving other matters relating to the subject.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City of Breckenridge applied for and received funding through the Texas Water Development Board, Water Loss Assistance Fund for loan and grant forgiveness for a total of \$5,723,900 million. The city is responsible for approximately 30 % (\$1,720,000) and will receive a grant for 70% (\$4,003,900) and will issue Combination Tax and Surplus Revenue Certificates of Obligation in the amount of \$1,720,000. This is the first step of publishing the City's intention to issue debt. The next notable item for the City Commission will be authorizing the issuance of the Certificates of Obligation, currently scheduled for January 2026 and the closing/receipt of funds in February. The schedule of events is also attached.

The project will fund needed water line replacements (see map).

FINANCIAL IMPACT:

\$1,720,000 in debt issuance

STAFF RECOMMENDATION:

Consider approval of Resolution 2025-29 as presented.

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF STEPHENS §
CITY OF BRECKENRIDGE §

We, the undersigned officers of the City of Breckenridge, Texas, hereby certify as follows:

1. The City Commission of said City convened in regular meeting on October 14th, 2025, at the scheduled meeting place thereof, and the roll was called of the duly constituted officers and members of said City Commission, to-wit:

Bob Sims, Mayor	Junior Fernandez, Commissioner Place 3
Greg Akers, Mayor Pro Tem	Blake Hamilton, Commissioner Place 1
Rob Durham, Commissioner Place 4	

and all of said persons were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written Resolution entitled

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO
ISSUE \$1,720,000 IN COMBINATION TAX AND REVENUE CERTIFICATES OF
OBLIGATION, SERIES 2026 TO THE TEXAS WATER DEVELOPMENT BOARD
TO PROVIDE FUNDS FOR WATER SYSTEM IMPROVEMENT PROJECTS; AND
RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

was duly introduced for consideration and passage. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTAIN: _____

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in the official minutes of said City Commission; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting members of said City Commission as indicated therein; each of said officers and member was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Tex. Gov't Code Ann. ch. 551.

3. That the Mayor of said City has approved, and hereby approves, the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED this October 14, 2025.

City Secretary

Mayor

(SEAL)

CERTIFICATE FOR RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE UP TO \$1,720,000 CITY OF BRECKENRIDGE, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026 TO PROVIDE FUNDS FOR WATER SYSTEM IMPROVEMENT PROJECTS; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE \$1,720,000 IN COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2026 TO THE TEXAS WATER DEVELOPMENT BOARD TO PROVIDE FUNDS FOR WATER SYSTEM IMPROVEMENT PROJECTS; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, this City Commission of the City of Breckenridge (the “City”) deems it advisable to authorize publication of notice of intent to issue certificates of obligation for the purposes hereinafter set forth; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Attached hereto and marked “Exhibit A” is a form of notice, the form and substance of which are hereby passed and approved.

Section 2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, with the date of the first publication to be before the 45th day before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates, and, if the City maintains an Internet website, continuously on the City’s website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates.

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, this 14th day of October, 2025.

Mayor

ATTEST:

City Secretary

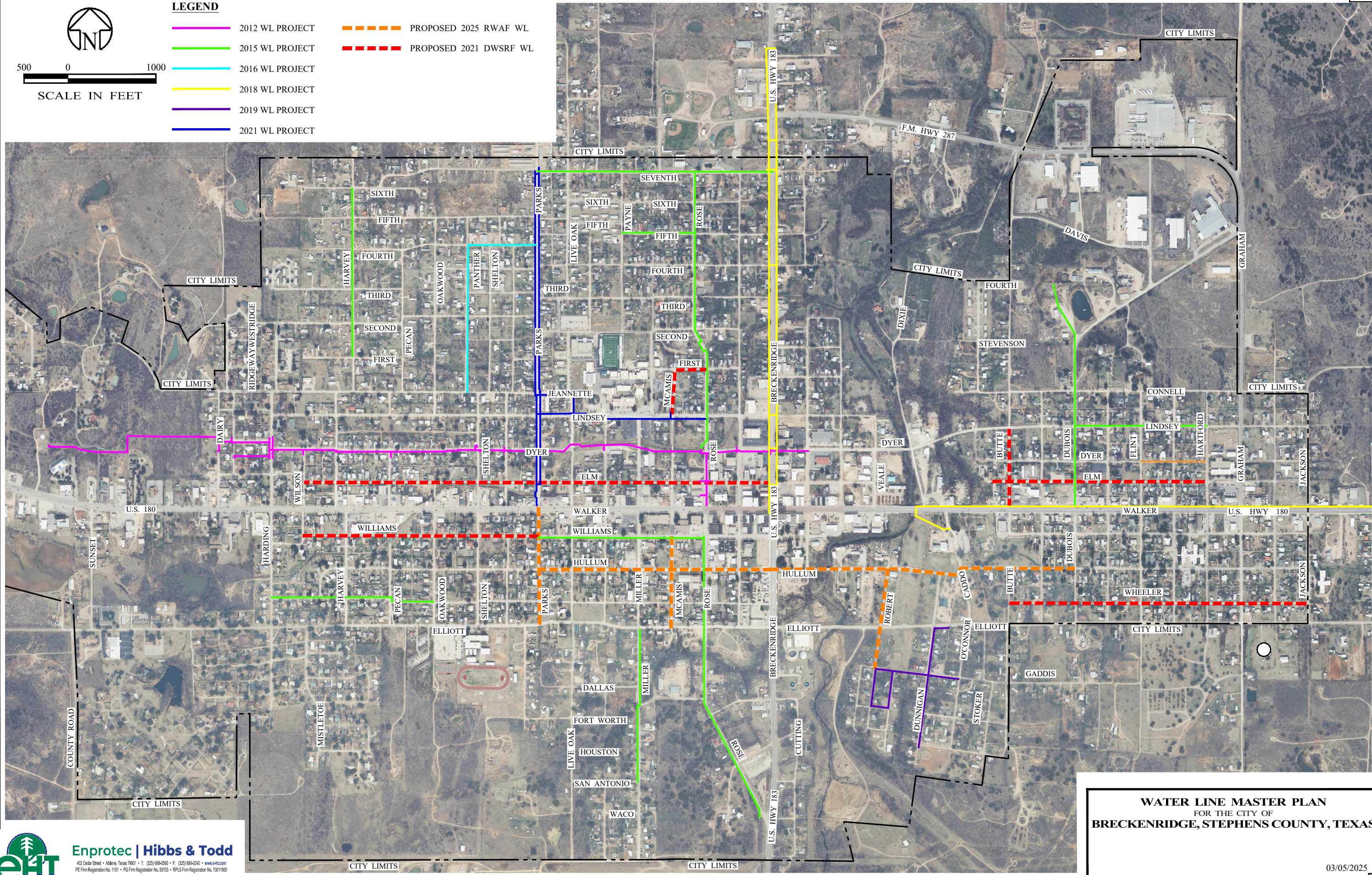
[CITY SEAL]

EXHIBIT A

CITY OF BRECKENRIDGE, TEXAS
NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2026
TO PROVIDE FUNDS FOR WATER SYSTEM IMPROVEMENT PROJECTS

NOTICE IS HEREBY GIVEN that the City Commission of the City of Breckenridge, Texas, at its meeting to commence at 5:30 P.M. on January 6, 2026, at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas 76424, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$1,720,000 for paying all or a portion of the City's contractual obligations incurred in connection with (i) acquiring, constructing, and installing additions, improvements, extensions, and equipment for the City's water system, including without limitation water lines, water storage facilities, pump stations, service connections, valves, fittings, SCADA, and related infrastructure improvements; and (ii) legal, fiscal and engineering fees in connection with such projects. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date for the certificates shall not exceed the maximum maturity permitted by law. The estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$2,382,520. The current principal of all outstanding debt obligations of the City is \$19,495,000. The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$26,952,516. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of certain surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

P:\Projects\Breckenridge, City of\5580 General Services Agreement\5580-40 2024 Paving Improvements (Phase I & II)\10 CAD\8. MISC\BRECK WL IMPROVEMENT EXHIBIT.dwg





BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Resolution 2025-28 to accept Steering Committee's recommendation to deny ONCOR's rate case.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

On June 26, 2025, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, the impact of this requested increase on an average residential customer would be about \$7.90 per month.

In a prior City action, Oncor's rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor ("Steering Committee"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor's request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas ("PUC") where the appeal will be consolidated with Oncor's filing (PUC Docket No. 58306) currently pending at the PUC.

All cities with original jurisdiction will need to adopt the Resolution **by October 29, 2025.**

Explanation of "Be It Resolved" Sections:

1. This paragraph finds that the Company's application is unreasonable and should be denied.
2. This section states that the Company's current rates shall not be changed.

3. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement.
4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides Oncor and counsel for the Steering Committee will be notified of the City's action through a copy of the approved and signed resolution.

FINANCIAL IMPACT:

See above.

STAFF RECOMMENDATION:

Consider approval of Resolution 2025-28 as presented

RESOLUTION NO. 2025-28

A RESOLUTION OF THE CITY OF BRECKENRIDGE, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Breckenridge, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 26, 2025, Oncor filed with the City an application to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve an 12.3% increase in residential rates and a 51.0% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and

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

Section 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 14th day of October, 2025.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

APPROVED AS TO FORM:

City Attorney