



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

May 06, 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 May 06, 2025 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

CALL TO ORDER

INVOCATION led by JB Sparks

PLEDGE OF ALLEGIANCE

American Flag

OPEN FORUM

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

STAFF REPORT

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

Police Chief

1. Employee of the Month-Joceyln Boggs

City Manager

2. City Business

Introduce Kegan Burns, New Public Works Director

Stephens County Appraisal District estimated numbers

Budget update-Strategic Plan next steps

Comprehensive Development Plan-Zoning update, next steps

3. Upcoming Events

- 05/04-05/10 Municipal Clerks Week
- 05/11-05/17 National Police Week
- 05/13 Special Meeting/Canvass Votes
- 05/15 Bulk Pickup
- 05/18-05/24 Public Works Week

CONSENT AGENDA

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

- [4.](#) Consider approval of the April 1, 2025, regular commission meeting minutes as recorded.
- [5.](#) Consider approval of the April 16, 2025, special commission meeting minutes as recorded.
- [6.](#) Consider approval of the FY 2024-2025 Annual Audit Engagement Letter.
- [7.](#) Consider approval of Resolution 2025-07 appointing the City Health Authority.
- [8.](#) Consider approval of department head reports and monthly investment reports for March 2025.
- [9.](#) Consider approval of a proclamation recognizing May 4-10 as Municipal Clerk Week.

PUBLIC HEARING ITEMS

- 10. Conduct a public hearing regarding an amendment to the zoning ordinance to specify permissible residential uses for recreational vehicles within the City of Breckenridge.
- 11. Conduct a public hearing regarding a request to replat the property located at 1200 W. 2nd (currently legally described as Mountain Heights Addition, Block 5, Lots 1, 2, & 3) into two lots. The owner plans to place a mobile home on the north lot.

ACTION ITEMS

- [12.](#) Discussion and any necessary action regarding a request to replat the property currently legally described as Mountain Heights Addition, Block 5, Lots 1, 2, & 3 into two lots. The property owner plans to place a mobile home on the north lot.
- [13.](#) Discussion and any necessary action regarding approval of Ordinance 2025-07 amending Chapter 22 "Zoning" of the Breckenridge Code of Ordinances.

- [14.](#) Discussion and any necessary action regarding approval of Resolution 2025-08 canceling the approved replat to the property known as 105 N. Rose (legally described as Lots 1, 2, 3, and East Half of Lot 4, Block 7, Original Town of Breckenridge) and property known as 317 W. Elm, (legally described as Lots 5, 6 and the West half of Lot 4, Block 7, Original Town of Breckenridge).
- [15.](#) Discussion and any necessary action approving the first reading of Resolution 2025-10 regarding the Breckenridge EDC and Soggy Dog Wine and Brew Performance Agreement.
- [16.](#) Discussion and any necessary action regarding Ordinance 2025-11 conveying a portion of Morningside Drive in the Country Club Estate Addition of the City of Breckenridge.
- [17.](#) Discussion and any necessary action regarding Ordinance 2025-08 amending various section in Article 1, Chapter 5 of the Breckenridge Code of Ordinances to update the phrase dangerous buildings to Substandard building.
- [18.](#) Discussion and any necessary action regarding Ordinance 2025-09 amending Chapter 5 “Buildings and Structures”, Article V “Flood Damage Prevention”, Section 5-88 “Floodways” of the Breckenridge Code of Ordinances.
- [19.](#) Discussion or any necessary action regarding approval of Ordinance 2025-10 amending Chapter 10, Article I, Division 2, Section 10-8 of the Breckenridge Code of Ordinances to remove the requirement that notification be sent by certified mail.
- [20.](#) Discussion and any necessary action regarding the award of bid for Solid Waste Services.
- [21.](#) Discussion and any necessary action regarding Stephens County Interlocal Agreement for Demo of Substandard homes.
- [22.](#) Discussion and any necessary action regarding award of construction bid for TWDB DWSRF project.
- [23.](#) Discussion and any necessary action regarding approval of Resolution 2025-09 supporting TXDOT’s 2025 Transportation Alternatives Set-Aside (TA) call for projects.

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 **3rd day of MAY 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 April 1, 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 April 1, 2025.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of minutes as presented.



REGULAR MEETING OF THE BRECKENRIDGE CITY COMMISSION

Tuesday, April 1, 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
COMMISSIONER, PLACE 2
COMMISSIONER, PLACE 4

BOB SIMS
BLAKE HAMILTON
GREG AKERS
ROB DURHAM

CITY MANAGER
CITY SECRETARY
POLICE CHIEF
CODE ENFORCEMENT/FIRE CHIEF
FINANCE DIRECTOR
CODE ENFORCEMENT OFFICER

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

NOT PRESENT

MAYOR PRO TEM, PLACE 3

VINCE MOORE

CALL TO ORDER

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

Invocation led by Yuri Huntington

PLEDGE OF ALLEGIANCE

OPEN FORUM

Kevin King-1507 W. Elm
Dale Garner-AEL
David Ratliff-County Waste Service

No Action Taken

STAFF REPORT

Fire Chief

2. Employee of the Month-Bret Chaney

City Manager

3. City Business

FTTH Project

TXDOT Transportation Alternatives

4. Upcoming Events

4/3 Last day to register to vote

4/13-19 National Telecommunicator Appreciation Week

4/17 Bulk Pickup

4/21-29 Early Voting

4/21-25 Wastewater Workers Appreciation Week

5/2-3 Frontier Days

No Action Taken

CONSENT AGENDA.

5. Consider approval of March 4, 2025, regular commission meeting minutes as recorded.
6. Consider approval of department head reports and monthly investment reports for February 2025.
7. Consider approval of Resolution 2025-06 re-appointing Will Thompson as Director on the WCTMWD Board for a term set to expire May 31, 2027.

Commissioner Hamilton made a motion to approve consent agenda items 5-7 as presented. Commissioner Akers seconded the motion. The motion passed 4-0.

ACTION ITEMS

8. Discussion and any necessary action on request to replat the property located at 612 W. Wheeler and 614 W. Wheeler - currently legally described as Brown Addition, Block 4, Lot 6 and Brown Addition, Block 4, Lot 5 into one lot. The property owner intends to build a single-family home on the lot.

City Manager Cynthia Northrop reviewed the requested replat, stating that the property is currently two vacant lots. The property owner would like to replat the property into one lot and build a single-family home. The Planning and Zoning Commission met on March 24, 2025, and recommended approval.

Commissioner Akers made a motion to approve a replat to the property located at 612 W. Wheeler as presented. Commissioner Hamilton seconded the motion. The motion passed 4-0.

9. Discussion and any necessary action approving BEDC Board recommendation for incentive to Fielden Aero.

The BEDC has approved an economic incentive to Fielden Aero to aid their relocation to the Stephens County Airport. Stephens County is leasing a hanger to them and is waving rent for the first year. The BEDC will cover the 2nd year of rent. To qualify for the full rent reimbursement, the company must maintain a payroll of \$250,000 for the second year.

Commissioner Hamilton made a motion to approve the BEDC Board recommendation for an incentive to Fielden Aero as presented. Commissioner Akers seconded the motion. The motion passed 4-0.

10. Discussion and any necessary action regarding approving BEDC Board recommendation for incentive to Soggy Dog Wine and Brew.

The BEDC Board has approved an economic incentive to Soggy Dog Wine and Brew. The incentive is a mixture of a forgivable loan and grant. The \$60,000 loan's annual payments may be forgiven if payroll is at least \$250,000/year for the next five years. The grant factors in five years of increased property tax and sales tax collections. and will be for \$68,710. BEDC will also give a start-up incentive at door opening in the amount of \$10,000.

Commissioner Akers made a motion to approve the BEDC Board recommendation for an incentive to Soggy Dog Wine and Brew as presented. Commissioner Hamilton seconded the motion. The motion passed 4-0.

11. Discussion and any necessary action regarding Aquatic Center Operations for 2025.

City Secretary Jessica Sutter reviewed the recommended schedule for the 2025 pool season. Staff recommend the pool be open from May 24, 2025, through August 2, 2025, and to maintain the hours from the 2024 season.

Commissioner Hamilton made a motion to approve the Aquatic Center Operations for 2025 as presented. Commissioner Akers seconded the motion. The motion passed 4-0.

12. Discussion and any necessary action regarding approval of Frontier Days 2025.

City Manager Northrop reviewed the schedule and events for the 2025 Frontier Days event to be held on Friday, May 2, 2025, and Saturday, May 3, 2025.

Commissioner Akers made a motion to approve Frontier Days 2025 as presented. Commissioner Hamilton seconded the motion. The motion passed 4-0.

13. Discussion and any necessary action regarding approval of Ordinance 2025-06 amending Chapter 10, Article 1 of the Breckenridge Code of Ordinances.

City Manager Northrop explained that there is not a minimum fee set by ordinance for the violation of high grass/weeds and accumulation of rubbish. The proposed ordinance update establishes minimum fines as well as escalating fines for repeat offenders.

14. Discussion and any necessary action regarding Fire Station phasing.

City Manager Northrop reviewed the previously approved three-phase plan approved by commissioners for the demolition and rebuilding of a new modest metal building on the existing slab. She reviewed the results of the feasibility study that was requested by the ad hoc committee and approved by the commissioners. City Commissioners discussed numerous issues and options.

Commissioner Durham made a motion to approve phase 2 of the Fire Station rebuild and demolition of the existing building. The motion died for lack of a second. Commissioner Akers made a motion to table. The motion was seconded by Commissioner Hamilton. The motion passed 3-1 with Commissioner Durham voting nay.

WORKSHOP ITEMS

15. Discussion and direction regarding upcoming FY 2025-2026 Budget and Strategic Plan review.

The City Manager reviewed the Strategic Plan, reviewing progress made. She also reviewed the staff/departamental priorities. Asked for Commissioner feedback and explained next step will be to get citizen input at an open house, similar to the open house that was held in 2023. No action taken.

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 7:55 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of the April 16, 2025, special commission meeting minutes as recorded.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

Meeting minutes for the special commission meeting on April 16, 2025.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Consider approval of minutes as presented.



SPECIAL MEETING OF THE BRECKENRIDGE CITY COMMISSION

Wednesday, April 16, 2025, at 5:00 PM
Breckenridge City Offices Commission Chambers
105 North Rose Avenue
Breckenridge, Texas 76424

MINUTES

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

PRESENT

MAYOR

COMMISSIONER, PLACE 1

COMMISSIONER, PLACE 2

MAYOR PRO TEM, PLACE 3

COMMISSIONER, PLACE 4

BOB SIMS

BLAKE HAMILTON

GREG AKERS

VINCE MOORE

ROB DURHAM

CITY MANAGER

CITY SECRETARY

CITY ATTORNEY

POLICE CHIEF

PUBLIC SERVICES DIRECTOR

CODE ENFORCEMENT/FIRE CHIEF

CODE ENFORCEMENT OFFICER

CYNTHIA NORTHROP

JESSICA SUTTER

EILEEN HAYMAN

BLAKE JOHNSON

STACY HARRISON

MALCOLM BUFKIN

J. POTTS

CALL TO ORDER

Mayor Sims called the meeting to order at 5:00 p.m.

OPEN FORUM

Stacy Jandrucko-13908 Walsh Ave., Aledo, TX
Kristi Williams-113 W. Walker, Breckenridge, TX
Marvin Williams-203 Miller, Breckenridge, TX
Will Warren-Highway 67, Breckenridge, TX
Richard Russell-1317 Hunters Glen, Breckenridge, TX
David Easley-4 Northglen, Breckenridge, TX
Jose Garcia-109 Medina Ct., Breckenridge, TX
Peggy Holder, 1401 Cypress, Breckenridge, TX
Larry Mahan, 1307 Cypress, Breckenridge, TX

No Action Taken

ACTION ITEMS

8. Discussion and any necessary action regarding Fire Station phasing

City Manager Northrop reviewed the previously approved three-phase plan approved by commissioners for the demolition and rebuilding of a new modest metal building on the existing slab. She reviewed the results of the feasibility study that was requested by the ad hoc committee and approved by the commissioners. City Commissioners discussed numerous issues and options.

Commissioner Akers made a motion to pause the demolition of the existing fire station and move forward with finding grants to build a new fire station on any location. Mayor Pro Tem Moore seconded the motion. The motions passed 4-1 with Commissioner Durham voting Nay.

EXECUTIVE SESSION

Mayor Sims convened the meeting into executive session at 6:22 pm.

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:

2. Fence Contract

Mayor Sims reconvened the meeting into open session at 7:00 pm with no action taken.

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 7:01 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of the FY 2024-2025 Annual Audit Engagement Letter

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

This action will engage a CPA firm to conduct our annual audit for FY 2024-2025. As in years past, the City of Breckenridge has engaged the CPA firm of George, Morgan & Sneed. The audit activities will be conducted in August and November of 2025, with the final audit to be presented in the first quarter of 2026.

FINANCIAL IMPACT:

\$29,500 for audit and \$5000 for a single audit if required. The funds will be included in the FY 2025-2026 budget.

STAFF RECOMMENDATION:

Consider approval of the FY 2024-2025 Annual Audit Engagement agreement and authorize the City Manager to execute the agreement.

April 30, 2025

City of Breckenridge, Texas
105 North Rose
Breckenridge, Texas 76424

We are pleased to confirm our understanding of the services we are to provide for the City of Breckenridge, Texas for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures which collectively compromise the basic financial statements, of the City of Breckenridge, Texas as of and for the year ended September 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Breckenridge, Texas basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures but will not be audited.

1. Management's discussion and analysis.
2. Budgetary comparison schedules - general fund and major special revenue funds
3. Texas Municipal Retirement System Pension Schedules
4. Texas Municipal Retirement System OPEB Schedule

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

1. Nonmajor governmental funds combining statements.
2. Schedule of expenditures of federal awards, if applicable.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Other supplementary information.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), if applicable.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit, if applicable. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmations of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Risk of material misstatement due to revenue recognition
- Risk of material misstatement due to management override of controls

Our audit of financial statements does not relieve you of your responsibilities.

Audit procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

If applicable, as required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and, if applicable, the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

If applicable, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, if applicable, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, if applicable, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for

implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, if applicable, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine necessary to obtain audit evidence. At the conclusion of our audit, we will require certain representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings: promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report and for the timing and format for providing that information.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

If a single audit is required, at the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of George, Morgan & Sneed, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency, a federal agency providing direct or indirect funding, or the U.S. General Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of George, Morgan & Sneed, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a cognizant or oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contract the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to perform our audit at mutually agreeable times in August and November 2025 and to issue our reports no later than the first City Commission meeting in February 2026. Daniel G Hungerford, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, postage, travel, copies, etc.) except that we agree that our gross fee, including expenses, will not exceed \$29,500. If a single audit is required, an additional fee of approximately \$5,000 will be added to the estimated fee above. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our July 28, 2023, peer review report accompanies this letter.

All disputes arising under this agreement shall be submitted to mediation. Each party shall designate an executive officer empowered to attempt to resolve the dispute. Should the designated representatives be unable to agree on a resolution, a competent and impartial third party acceptable to both parties shall be appointed to mediate. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 30 days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found by the court not to have participated in the mediation process in good faith.

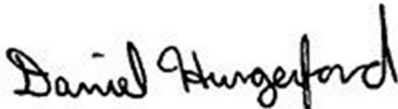
Reporting

We will issue written reports upon completion of our Audit. Our reports will be addressed to the Members of the City Commission of the City of Breckinridge, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Breckenridge and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Daniel G Hungerford, CPA
GEORGE, MORGAN & SNEED, P.C.

This letter correctly sets forth the understanding of the City of Breckenridge.

MANAGEMENT: _____

TITLE: _____

DATE: _____

GOVERNANCE: _____

TITLE: _____

DATE: _____



302 Pine Street
PO Box 2993
Abilene, Texas 79604-2993
Phone 325-677-6251
Fax 325-677-0006

Report on the Firm's System of Quality Control

July 28, 2023

To the Owners of George, Morgan & Sneed, PC
and the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of George, Morgan & Sneed, PC (the firm) in effect for the year ended December 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included an audit of an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of George, Morgan & Sneed, PC in effect for the year ended December 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. George, Morgan & Sneed, PC has received a peer review rating of *pass*.

Condley and Company, L.L.P.

Condley and Company, LLP
Abilene, Texas



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of Resolution 2025-07 appointing the City Health Authority.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Health Authorities serve as a critical part of the state's public Health System. A Health Authority in the State of Texas is defined as a physician appointed to administer state and local laws relating to public health within their jurisdiction. Health Authorities are considered officers of the state when performing duties to implement and enforce laws that protect the public's health.

The Duties include:

- Establishing, maintaining, and enforcing jurisdictional quarantine orders.
- Aiding local boards of health and local health departments in quarantine inspections, disease prevention and suppression efforts, birth and death statistics, and general sanitation issues within their jurisdiction.
- Reporting the presence of contagious, infectious, and dangerous epidemic diseases to local and state authorities.
- Aiding local jurisdictions and boards of health in carrying out public health-required rules, ordinances, sanitation laws, quarantine rules, and required reporting of any vital statistics collected.

The Health Authority must be a competent physician with a reputable professional standing who is legally qualified to practice medicine in the state of Texas and a Texas resident. Previously, Kelli A. Windsor, D.O., has been appointed as the City Health Authority. We are requesting to re-appoint Kelli for an additional 2-year term to expire May 2027.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of Resolution 2025-07 as presented.

RESOLUTION NO. 2025-07

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO APPOINT A CITY HEALTH AUTHORITY FOR THE CITY OF BRECKENRIDGE, TEXAS.

WHEREAS, Section 3.25 of the Charter of the City of Breckenridge, Texas, provides for a health department; and

That Kelli A. Windsor, D.O. be reappointed as City Health Authority for the City of Breckenridge, Texas, for a two-year term which expires May 31, 2027.

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

PASSED AND APPROVED this 6th day of May 2025.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

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



DEPARTMENTAL REPORTS

MARCH 2025

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

Finance

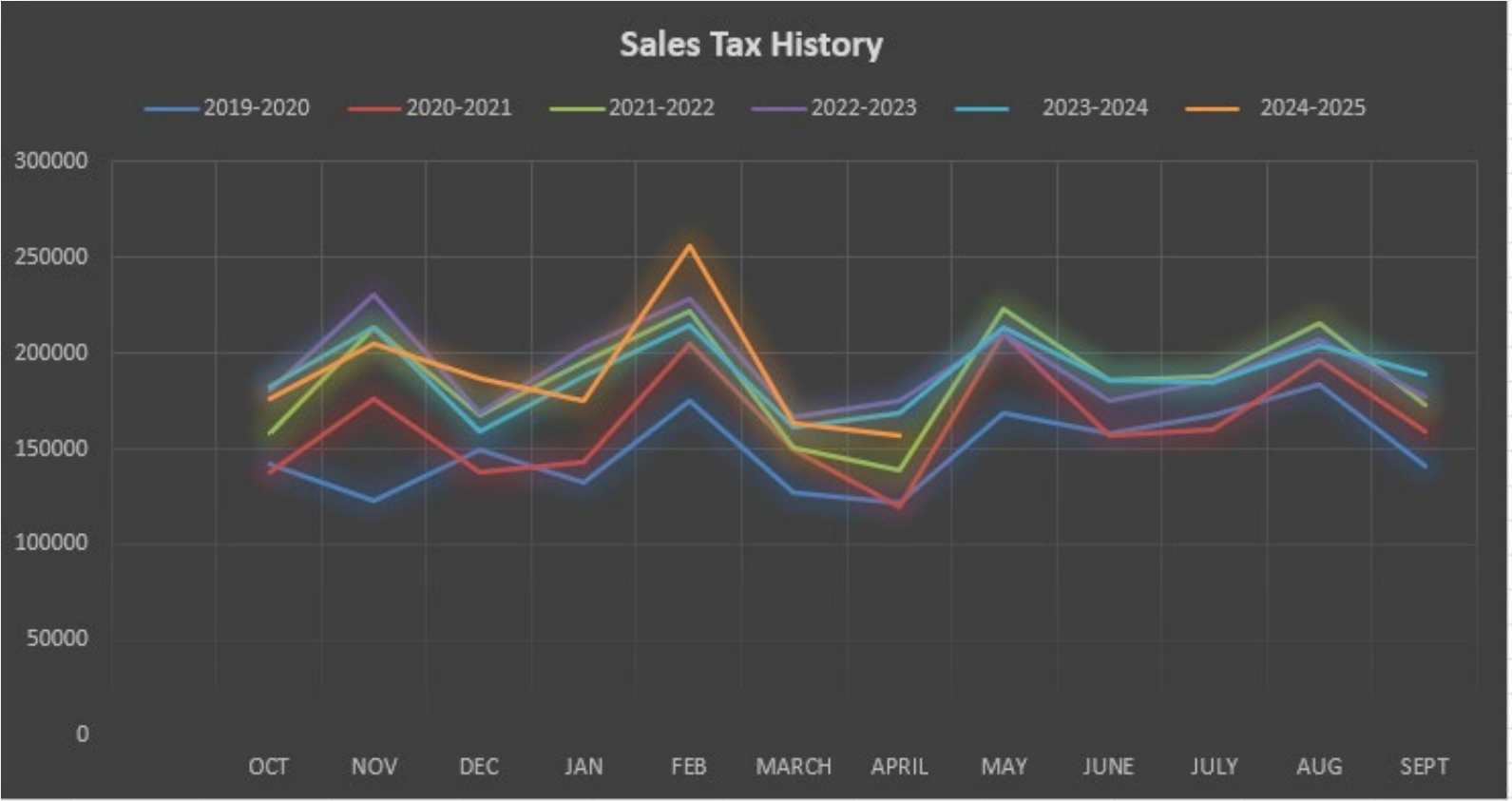
Bank Statement Balances

	Account Name	Balances as of Mar. 2024	Balances as of Mar. 2023
1001	GENERAL FUND	\$ 2,569,773.32	\$ 2,902,044.25
1013	ARSON FUND	\$ 509.89	\$ 509.89
1014	FEDERAL TAX & LOAN	\$ 27,576.82	\$ 81.72
1001	WATER FUND	\$ 1,645,116.32	\$ 1,882,670.01
1001	WASTEWATER FUND	\$ 1,136,344.72	\$ 1,310,338.41
1001	SANITATION	\$ 9,293.79	\$ 81,372.76
1001	FIRE DEPT. SPECIAL	\$ 7,880.49	\$ 6,772.55
1001	FORFEITED PROPERTY	\$ 1,479.40	\$ 1,483.50
1002	PAYROLL FUND	\$ 31,466.10	\$ 34,243.96
1001	EQUIP. REPLACEMENT FUND	\$ 434,537.45	\$ 386,688.85
1001	STREET MAINTENANCE	\$ 165,265.79	\$ 429,126.50
1001	BRECKENRIDGE PARK FUND	\$ 10,487.25	\$ 10,047.20
1001	POLICE DEPT. SPECIAL	\$ 13,628.50	\$ 13,666.12
1001	Excess Sales Tax Revenue	\$ 17,651.63	\$ 17,700.39
1001	Breck Trade Days	\$ 39,467.36	\$ 39,576.38
1051	CO 2017 A&B Sinking /Rd	\$ -	\$ -
1001	Water Capital Projects	\$ -	\$ (110,693.27)
1001	Wastewater Capital Projects	\$ -	\$ 164,314.28
1001	Capital Improvement Project	\$ 221,921.16	\$ 119,020.74
1058	GENERAL DEBT SERVICE FUND	\$ -	\$ -
1001	General Debt Service Fund P/C	\$ 754,589.95	\$ 465,932.53
1001	REVENUE DEBT SERVICE FUND	\$ 520,232.43	\$ 75,731.75
1025	Rescue Boat Donation	\$ 1,814.92	\$ 1,819.45
1073	CWSRF LF1001492	\$ 3.02	\$ 80,003.02
1076	CWSRF LF1001492 ESCROW	\$ 1,206,670.72	\$ 1,150,800.01
1056	CWSRF CO 2022A L1001491	\$ 1.00	\$ 1.00
1074	CWSRF CO 2022A L1001491 ESCROW	\$ 959,514.38	\$ 1,006,092.18
1072	CWSRF CO 2022A L1001426	\$ 1.00	\$ 1.00
1075	CWSRF CO 2022A L1001426 ESCROW	\$ 2,032,144.20	\$ 2,130,790.79
1071	DWSRF LF1001495	\$ 2.10	\$ 4.27
1079	DWSRF LF1001495 ESCROW	\$ 1,320,297.01	\$ 1,178,924.10
1070	DWSRF CO 2022B L1001493	\$ 1.00	\$ 1.00
1078	DWSRF CO 2022B L1001493 ESCROW	\$ 1,384,829.34	\$ 1,452,053.27
1057	DWSRF CO 2022B L1001494	\$ 1.00	\$ 1.00
1077	DWSRF CO 2022B L1001494 ESCROW	\$ 970,703.01	\$ 1,017,824.02
1010	LOGIC CO 2023	\$ 8,267,878.45	\$ 5,188,607.81
	TOTAL - ALL FUNDS	\$ 23,751,083.52	\$ 21,037,551.44

Item 8.

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	\$188,303.76	\$ 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	\$169,163.15	\$ 157,154.10
MAY	\$168,693.00	\$210,823.00	\$222,804.00	\$210,071.22	\$213,927.83	
JUNE	\$158,145.00	\$157,037.00	\$185,695.00	\$175,128.00	\$185,557.61	
JULY	\$167,474.00	\$160,631.00	\$187,757.00	\$185,736.00	\$184,363.32	
AUG	\$183,855.00	\$196,582.00	\$215,658.00	\$206,710.00	\$203,593.65	
SEPT	\$141,151.17	\$158,558.00	\$172,552.00	\$177,704.00	\$188,524.22	
TOTAL	\$1,789,236.17	\$1,952,536.00	\$2,229,886.00	\$2,308,545.97	\$2,264,468.93	\$ 1,321,485.70



SECURITIES PLEDGED

The following shows the calculation of deposit coverage for the deposits of The City of Breckenridge held in

Clear Fork Bank on: March 26, 2025

and securities pledged as of: March 26, 2025

Checking account balances:	\$	7,888,818.63
CD balances:	\$	-
Total on deposit:	\$	<u>7,888,818.63</u>

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

Total Deposit balance		
less FDIC coverage:	\$	<u>7,638,818.63</u>

Securities pledged at market value:	\$	<u>8,632,876.26</u>
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Excess securities pledged:	\$	<u>994,057.63</u>
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2023 CO BOND

BOND
AMOUNT

•\$8,641,984.74

BANK
TRANSFERS

•\$3,608,190.00

TOTAL
INTEREST
EARNED

•\$637,225.96

CURRENT
BALANCE

•\$5,671,020.70

2023 CO BOND-LOGIC PROJECT EXPENDITURES

Item 8.

STREETS

\$3,068,019.23

PARK IMPROVEMENT

\$742,833.17

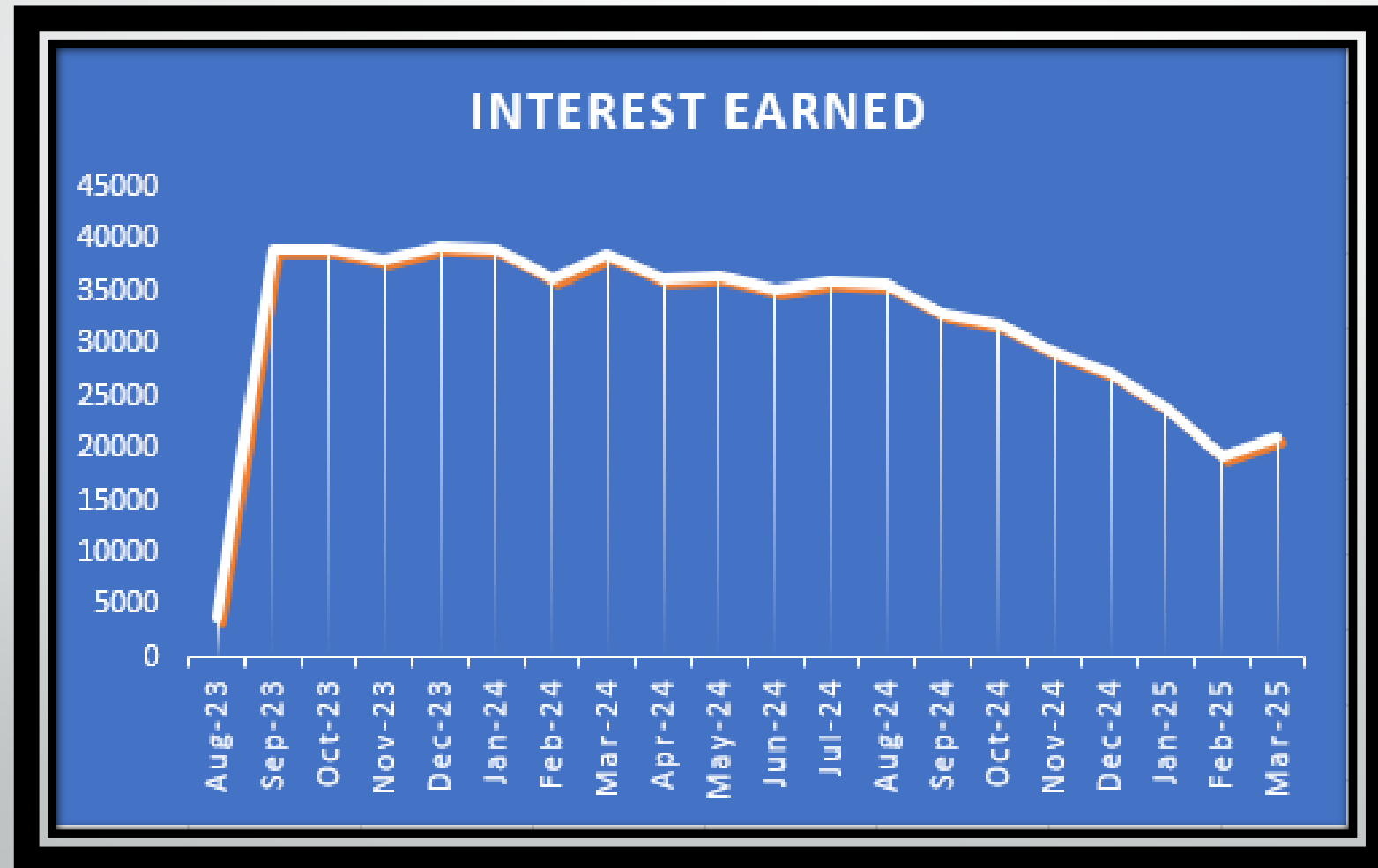
FACILITIES IMPROVEMENT

\$279,118.76

2023 CO BOND-LOGIC INTEREST EARNED

MARCH 2025: \$20,904.71

TOTAL: \$637,225.96



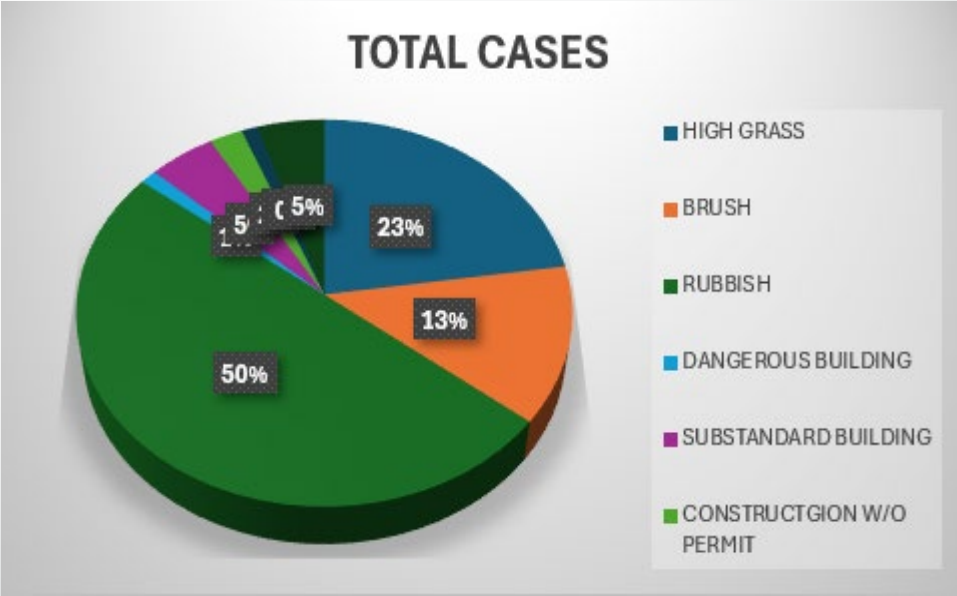
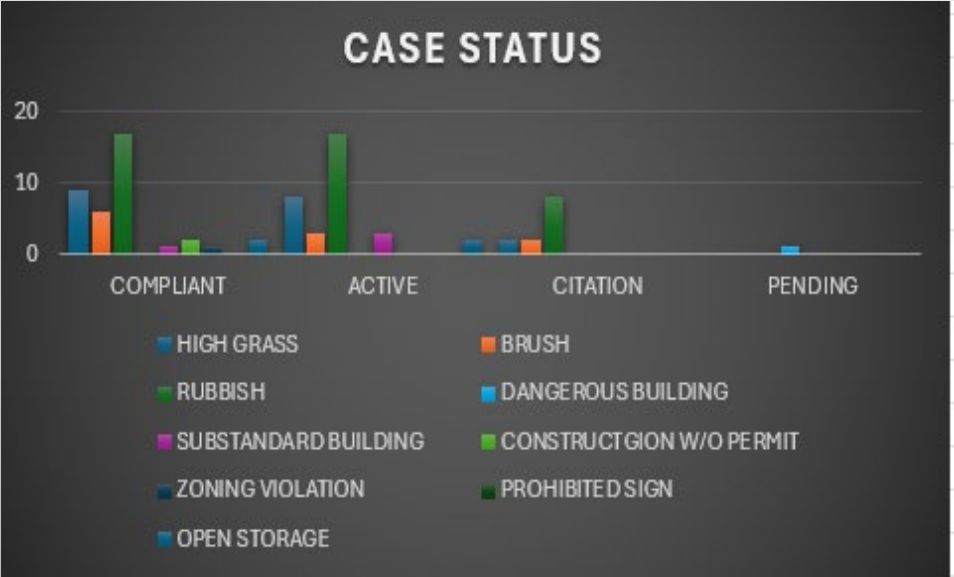
BUILDING & DEVELOPMENT

Item 8.

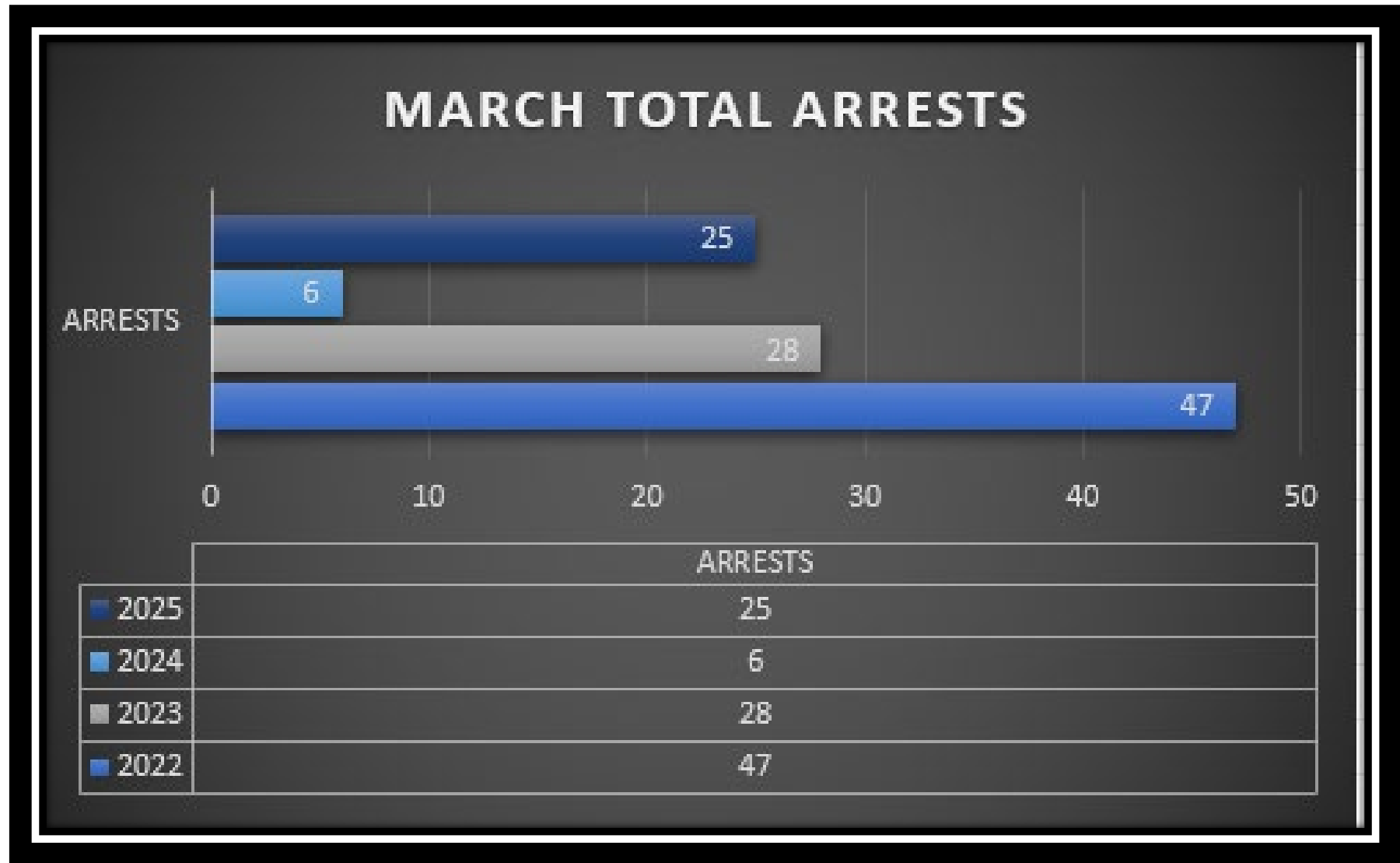
MARCH 2025		FY 2024-2025
Permits Issued:		
Building	3	22
Roof	1	4
Fence, windows, siding, etc.	2	4
Sign	2	3
Mobile home	1	6
Certificate of Occupancy	0	3
Electrical	8	37
Plumbing	4	19
Gas line	5	19
Irrigation	0	0
HVAC	4	11
Moving	0	0
Demolition	0	0
P&Z	0	0
Variance	0	1
Prelim/final plat/replat	1 replat	2 replat
Solicitor/vendor	0	1
Beer/wine/liquor license	3	8
Gaming machine license	0	4
Food Mobile Unit	4	12
Fire alarm	0	2
Fire sprinkler	1	1

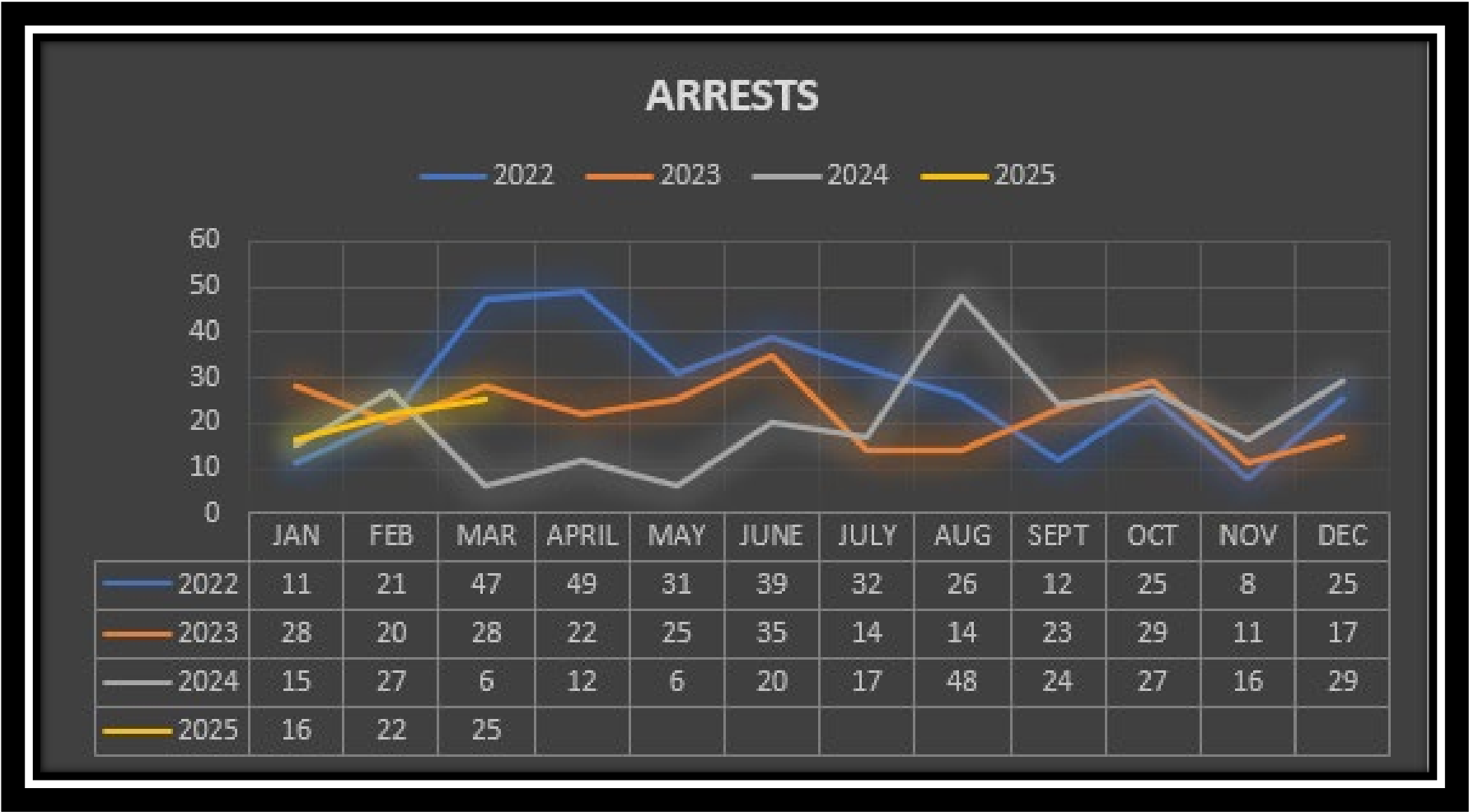
CODE ENFORCEMENT

MARCH 2025 CASES: 84

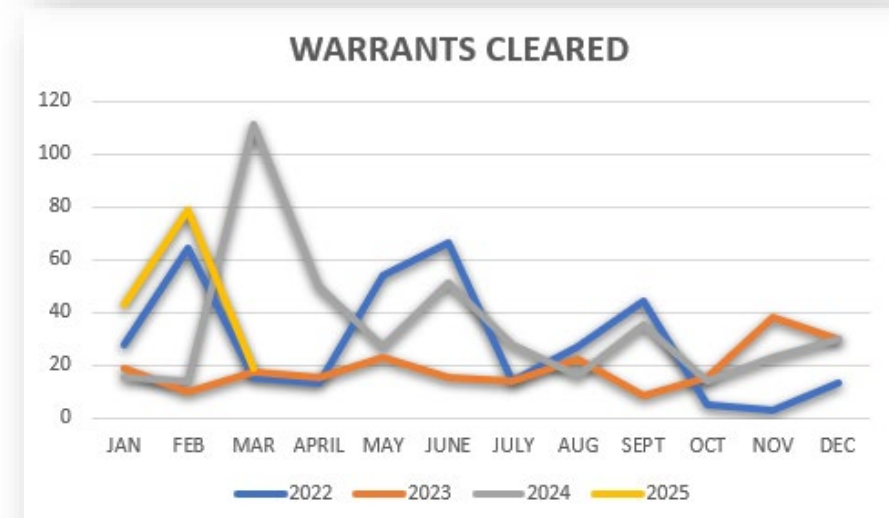
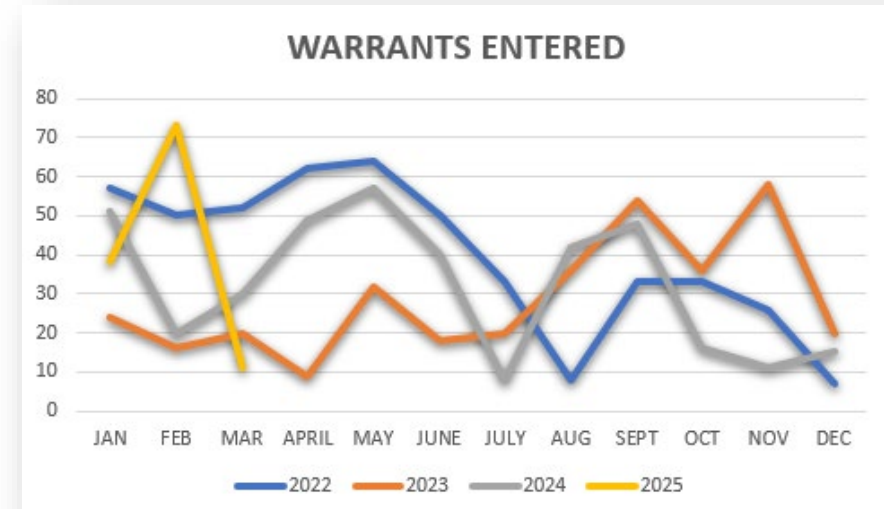




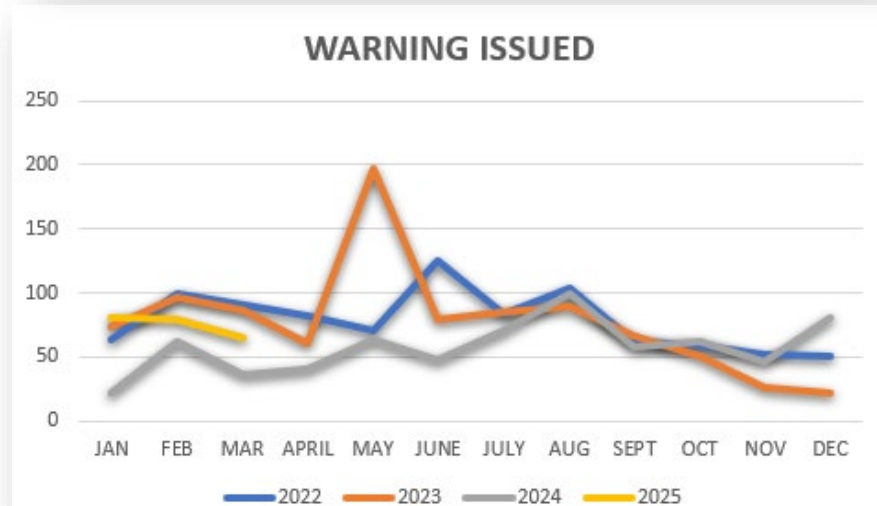
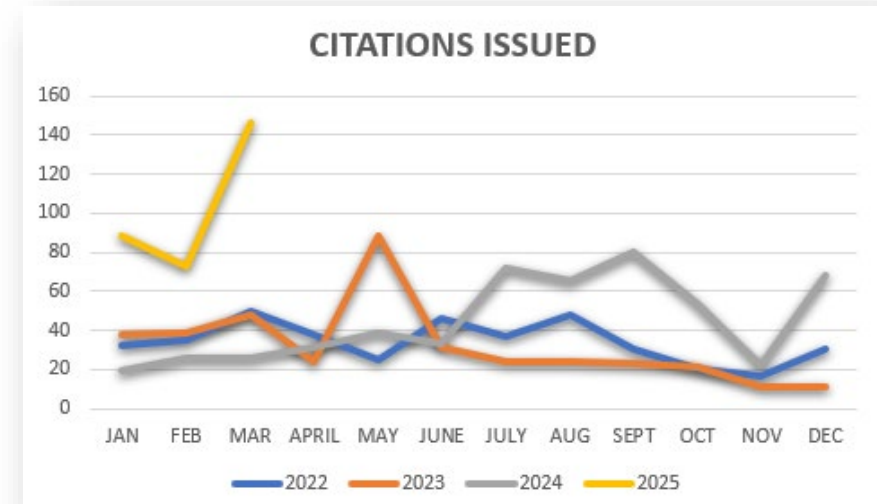




MARCH WARRANTS



MARCH CITATIONS & WARNINGS



CALL TYPE		
	CITY	COUNTY
AGGRESSIVE	4	0
BITE	3	0
CARCASS	10	0
INJURED/SICK	5	0
RETURNED TO OWNER IN FIELD	1	1
RUNNING AT LARGE	35	0
NUISANCE/COMPLAINT	1	0
WELFARE CHECK	12	0
OTHER	75	0
TOTAL	146	1

**MARCH
ANIMAL
CONTROL**

TOTAL CALLS: 147

MARCH

ANIMAL CONTROL

SHELTER INTAKE		
	CITY	COUNTY
STRAY/RUNNING AT LARGE	19	1
SEIZED BY LAW	0	2
OWNER SURRENDER	0	0
RABIES QUARANTINE OBSERVATION	3	0
TOTAL	22	3

RABIES QUARANTINE OBSERVATION		
	CITY	COUNTY
HOME QUARANTINE	1	0
SHELTER QUARANTINE	2	0
TOTAL	3	0

TOTAL IN SHELTER AT END OF MONTH		
CITY	19	
COUNTY	2	
CITY QUARANTINE	2	
COUNTY QUARANTINE		
TOTAL	23	

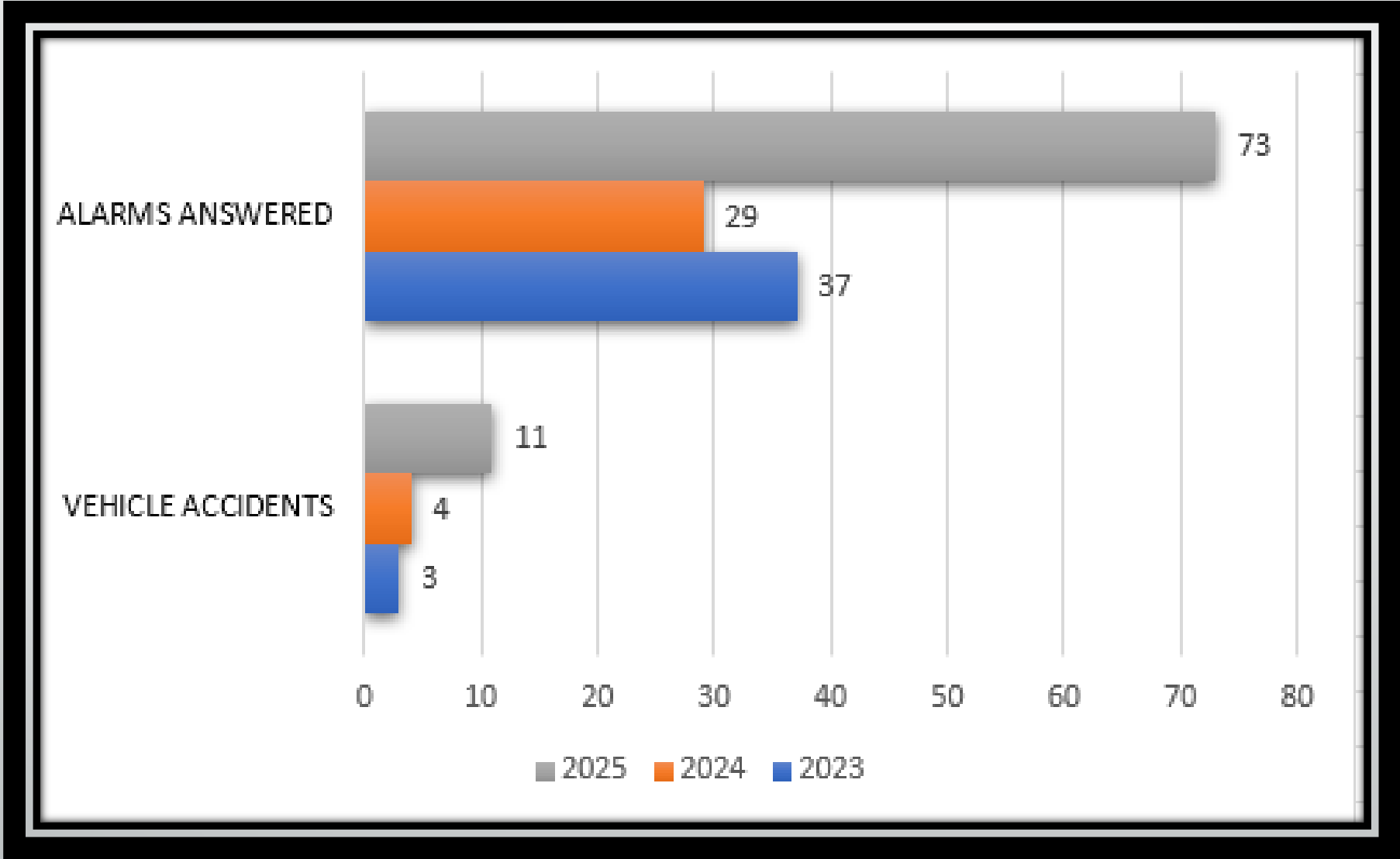
LEFT THE SHELTER		
	CITY	COUNTY
ADOPTED FROM SHELTER	3	1
RECLAIMED BY OWNER	12	1
RETURNED AFTER QUARANTINE	1	0
TRANSFERRED TO RESCUE PARTNER	2	0
TOTAL	18	2

HUMANE EUTHANASIA		
	CITY	COUNTY
BEHAVIORAL	2	0
MEDICAL	0	0
OWNER SURRENDER	0	0
TOTAL	2	0

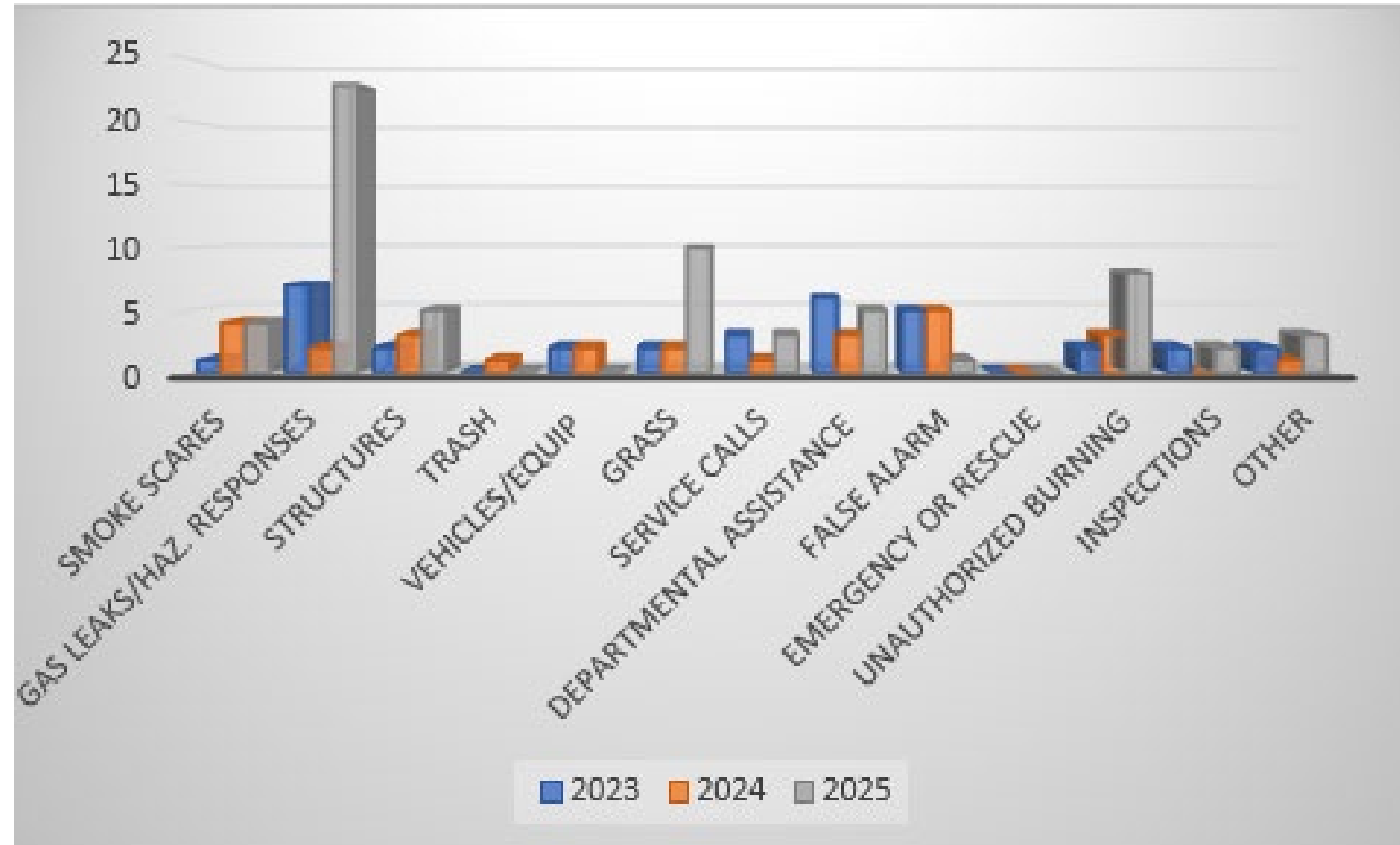
CITATIONS ISSUED	11
WARNING ISSUED	6
CASES IN MUNICIPAL COURT	1

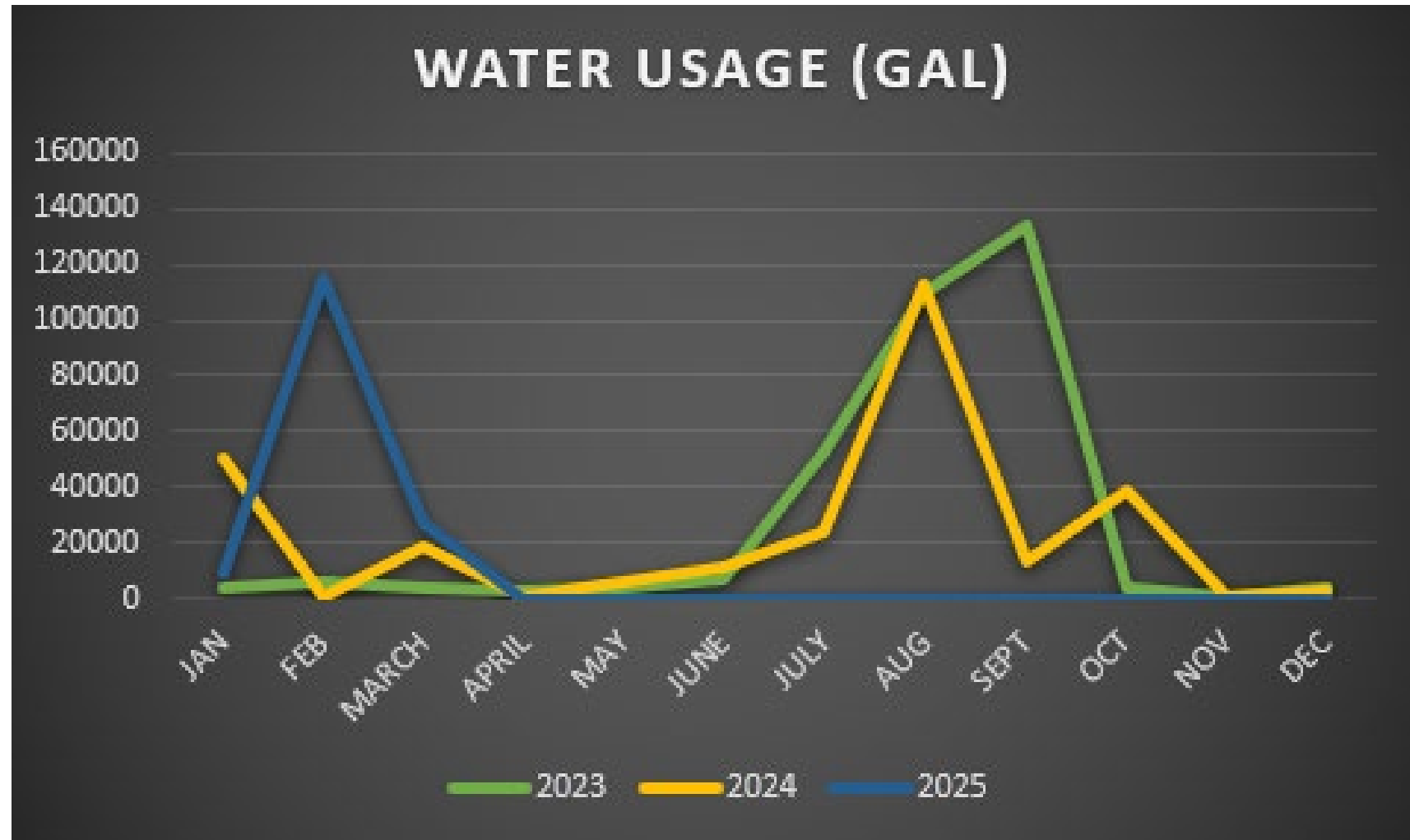


MARCH



MARCH CALLS FOR SERVICE





PARKS & CEMETERY





0 pavilion rentals

Maintaining all parks

Put up banners for Frontier Days

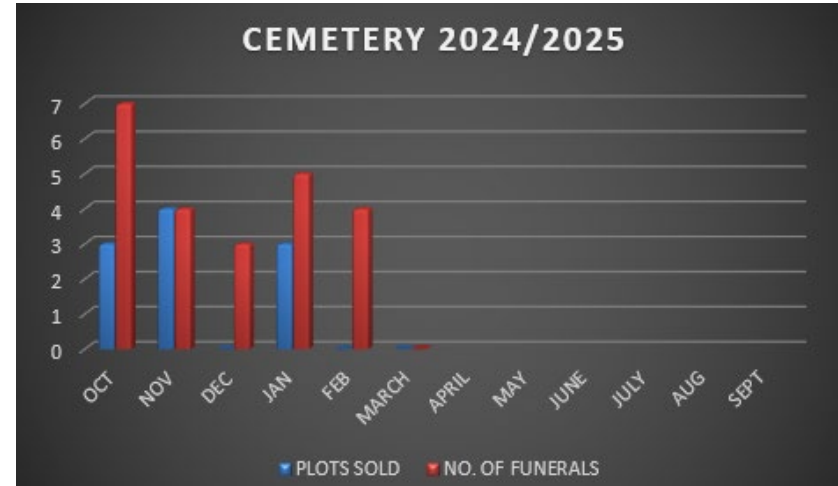
Getting park ready for Easter and Frontier Days

Maintaining Pool

Working on the community garden

Trimming Trees

Soccer has started



0 funerals to report

Leveling a small military stone

Mowing and weed-eating

Maintaining Cemetery

Maintaining equipment

Filling low spots and graves

Marked for new headstones

Donation of 31 chairs for the Cemetery chapel to replace some older worn ones

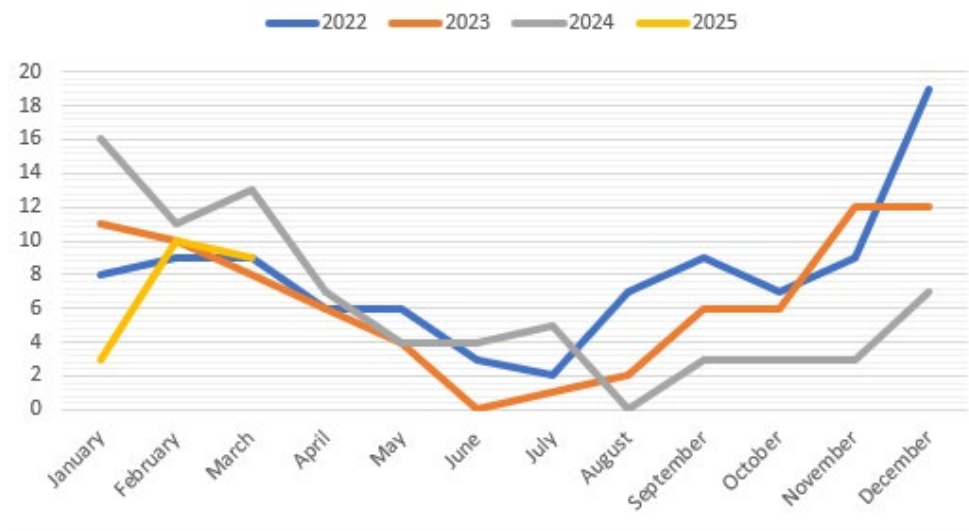
CEMETERY

PUBLIC WORKS

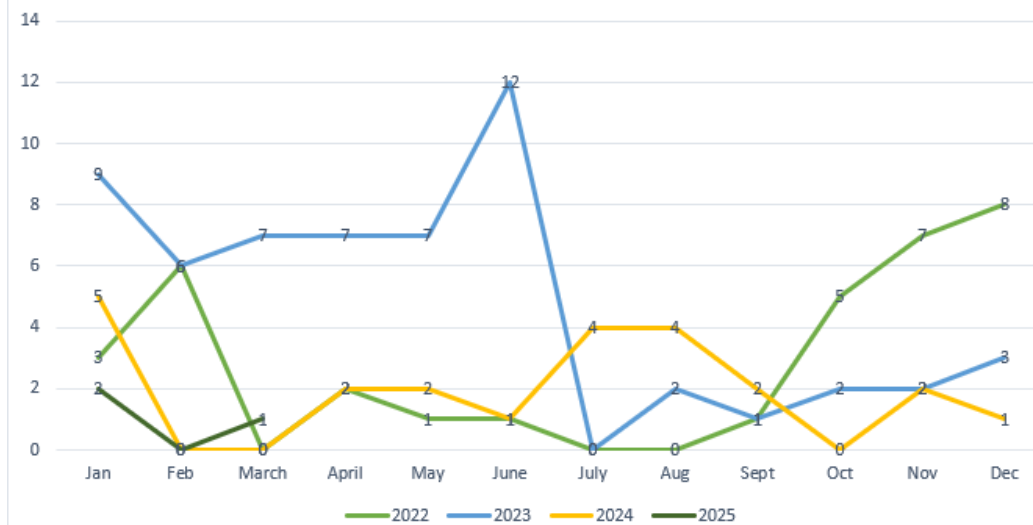


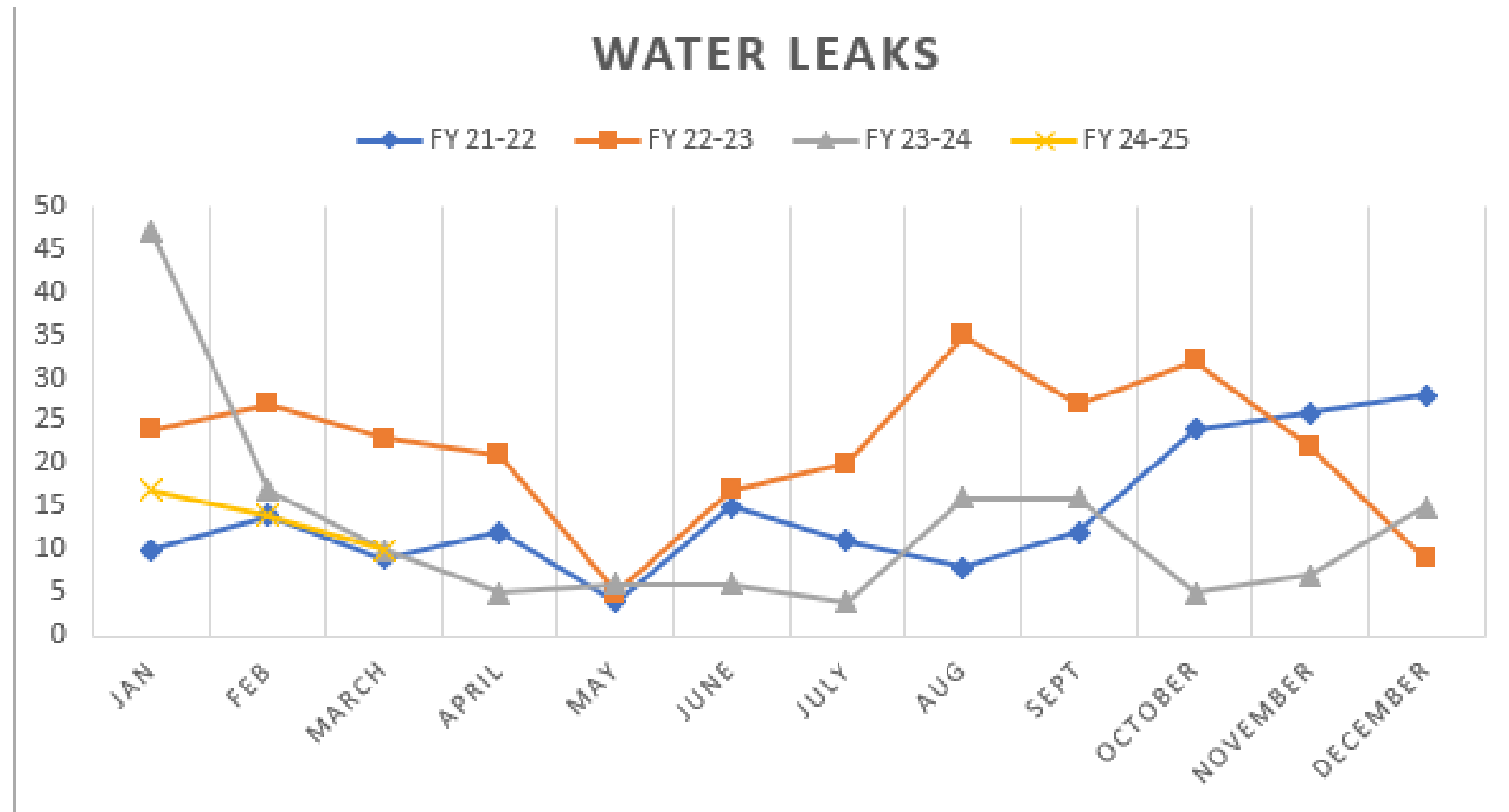
DEPARTMENT

SEWER STOPPAGES



Meter Leak Report







BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Consider approval of a proclamation recognizing May 4-10 as Municipal Clerk Week.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

May 4 through May 10, 2025 will be the 56th Annual Professional Municipal Clerks Week. Initiated in 1969 by IIMC and endorsed by all of its members throughout the United States, Canada and 15 other countries, the week is a time of celebration and reflection on the importance of the Clerk’s office. In 1984, President Ronald Reagan signed a proclamation that officially declared Municipal Clerks Week the first full week of May. In 1994 and 1996, President Bill Clinton also signed proclamations confirming Municipal Clerks Week.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of proclamation as presented.

Proclamation

56th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
May 4 - 10, 2025

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Bob Sims, Mayor of Breckenridge, TX do
recognize the week of May 4 through 10, 2025, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Jessica Sutter and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 6th day of May 2025

Mayor: _____



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding a request to replat the property currently legally described as Mountain Heights Addition, Block 5, Lots 1, 2, & 3 into two lots. The property owner plans to place a mobile home on the north lot.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The property in question consists of three lots, with a mobile home on the south half of the lots. The owner plans to place a mobile home on the north lot.

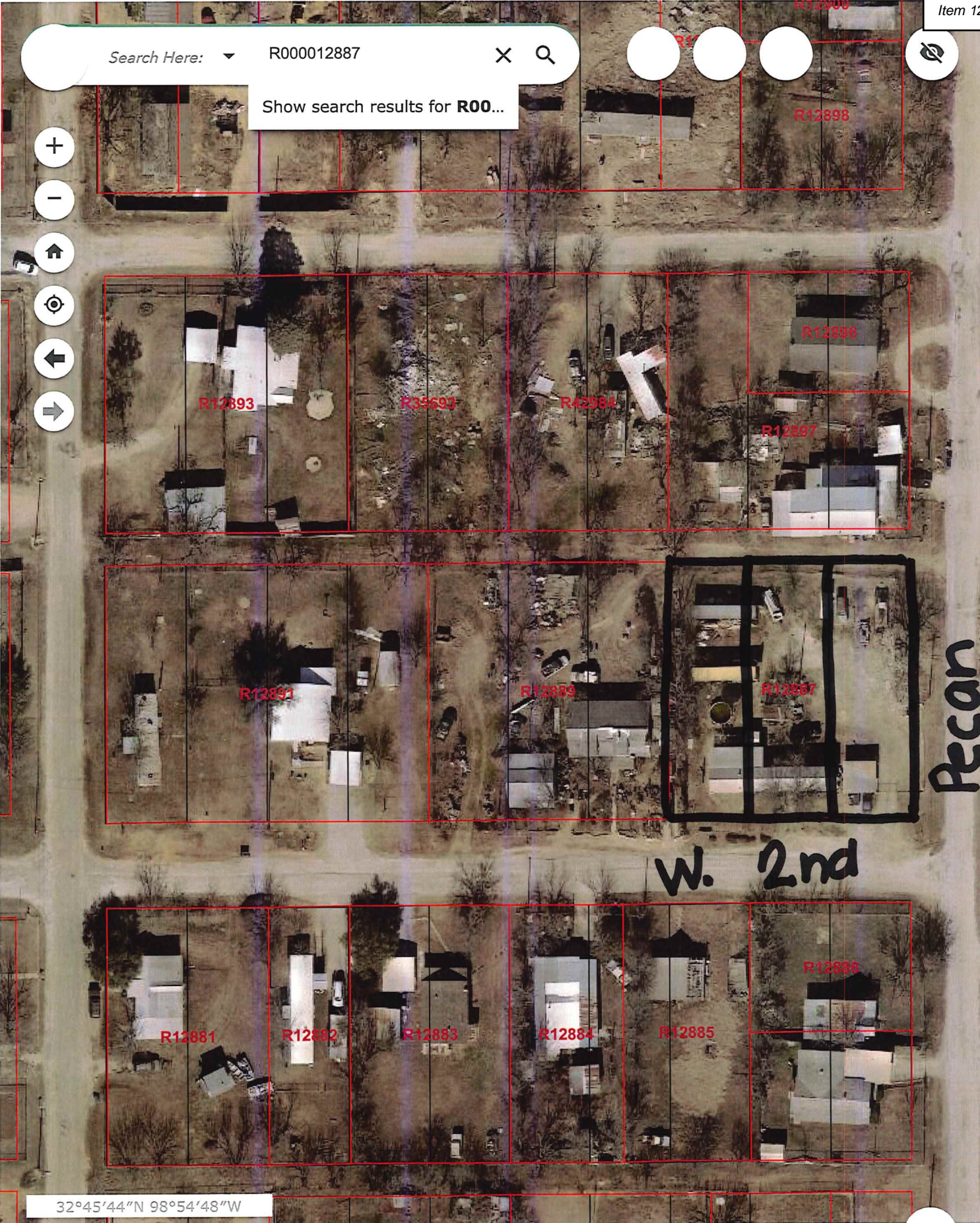
Planning & Zoning Commission met on Monday, April 28, 2025 and recommended approval.

FINANCIAL IMPACT:

N/a

STAFF RECOMMENDATION:

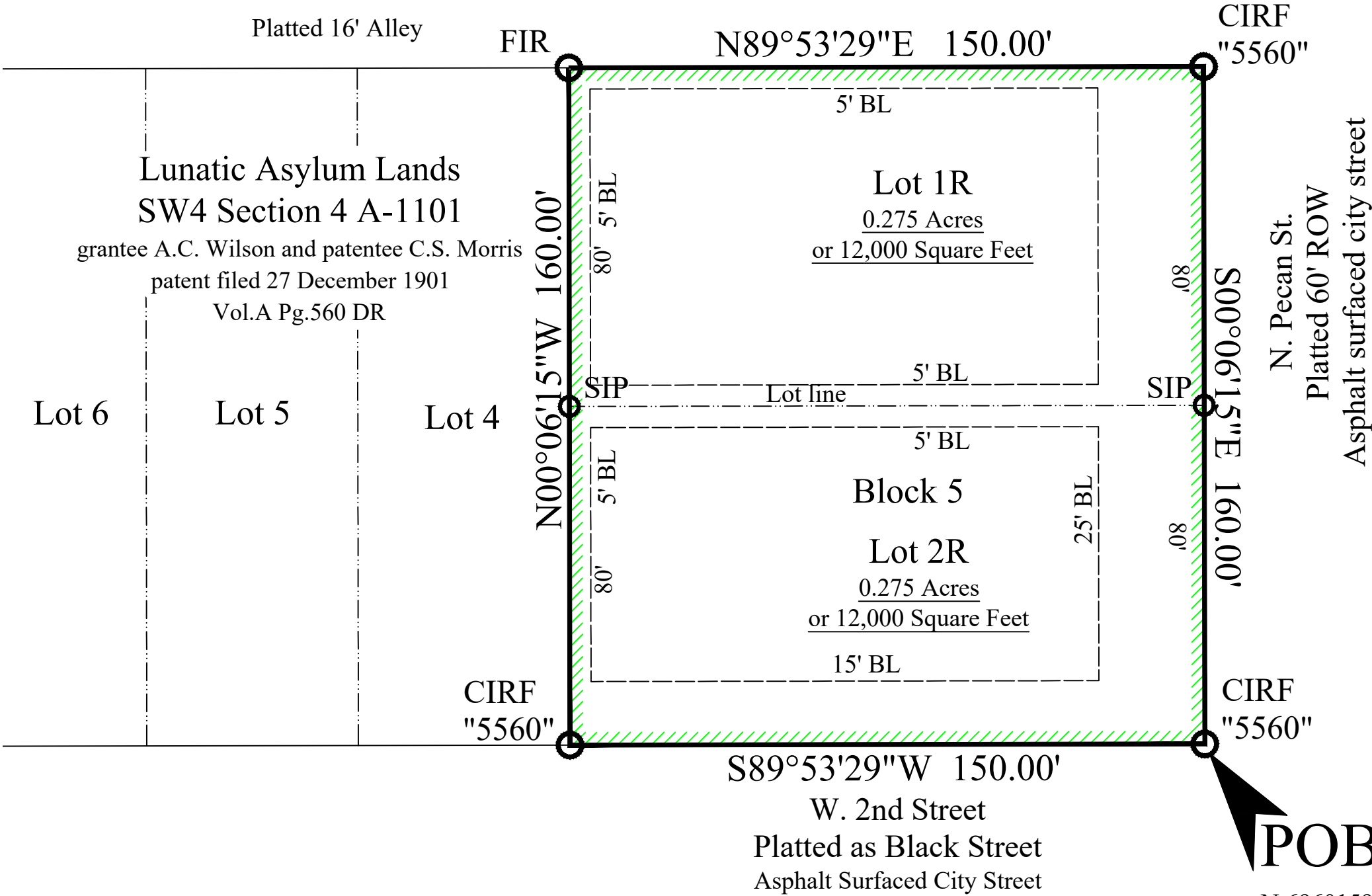
Consider recommendation of the replat as presented.



Amended Plat of
Mountain Heights Addition

01 December 1923, Vol. 122 Pg. 450 DR
Plat Cabinet Slide 84A

Lot 15 Lot 16 Lot 17 Lot 18 Lot 19 Lot 20



S89°53'29"W 150.00'
W. 2nd Street
Platted as Black Street
Asphalt Surfaced City Street

POB

N:6960159.56
E:1840496.32
NAD 83 NCTZ

APPROVALS:
Recommended for Final Approval

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 Lots 1, 2 and 3 of Block 5 into two lots fronting on North Pecan Street.

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.



ERIC BRENNAN, TEXAS
REGISTERED PROFESSIONAL
LAND SURVEYOR
NUMBER 5560

Property Owner:
Daniel Trejo
211 S. Newton Ave
Breckenridge, TX 76424

Deed References:
WDVL
Daniel Trejo
17 February 2015
Vol.2083 Pg.501 OPR

METES AND BOUNDS DESCRIPTION
0.55 ACRE TRACT

All that certain 0.55 acre tract or parcel of land situated in the City of Breckenridge, Texas in the southwest quarter of the Lunatic Asylum Lands Section Number 4, original grantee A. C. Wilson and patentee C. S. Morris, Abstract Number 1101, patent filed 27 December 1901, and recorded in volume A page 560 of the Deed Records of the County of Stephens, State of Texas, and said tract being all of a tract as described in Deed to Daniel Trejo, filed 17 February 2015, and recorded in volume 2083 page 501 of the Official Public Records of said Stephens County, and said tract being all of Lots 1, 2, and 3 of Block 5 of the Amended Plat of Mountain Heights Addition, an addition to the City of Breckenridge according to plat of the same filed 01 December 1923, and recorded in volume 122 pages 450 of said deed records, said plat now located in the Plat Cabinet in Slide 84A of the Plat Records of said Stephens County, and being more particularly described as follows;

BEGINNING for the southeast corner of the tract being described herein at a found iron rod with plastic cap marked "5560" being the southeast corner of said Block 5, said rod being at the intersection of the north line of West 2nd Street, and the west line of North Pecan Street, said rod also having North Central Texas State Plane Grid Coordinates of N:6960159.56 E:1840496.32;

THENCE: South 89 degrees 53 minutes 29 seconds West, with the south line of said Block 5, and the north line of said 2nd Street, a distance of 150.00 feet to a found iron rod with plastic cap marked "5560" for the southwest corner of said Lot 3, same being the southeast corner of Lot 4 of said block;

THENCE: North 00 degrees 06 minutes 15 seconds West, with the west line of said Lot 3, and the east line of said Lot 4, a distance of 160.00 feet to a found iron rod in the south line of a platted 16 foot alley for the northwest corner of said Lot 3, same being the northeast corner of said Lot 4;

THENCE: North 89 degrees 53 minutes 29 seconds East, with the south line of said alley, a distance of 150.00 feet to a found iron rod with plastic cap marked "5560" on the west line of said Pecan Street for the northeast corner of said Lot 1;

THENCE: South 00 degrees 06 minutes 15 seconds East, with the east line of said Block 5 and with the west line of said Pecan Street, a distance of 160.0 feet to the **POINT OF BEGINNING** and containing 0.55 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 **Daniel Trejo** does hereby adopt this plat designating the herein described property as Lot 1R and Lot 2R, of Block 5, being a **Replat** of all of Lots 1, 2, and 3 of Block 5 of the Amended Plat of Mountain Heights Addition, an addition to the City 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 _____ day of _____ 2025.

Authorized Signature of Owner:

Daniel Trejo

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:

- Coordinates shown hereon are for general locative purposes only and are not the controlling feature for the position shown hereon.
- Basis of Bearings are NAD83 Grid Bearings and Distances reflect surface measurements

REPLAT

Lots 1R and 2R being a Replat of Lots 1, 2 and 3, Block 5 of the Amended Plat of Mountain Heights Addition, an addition to the City of Breckenridge, County of Stephens, State of Texas

OWEN SURVEYING CO.

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

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

Scale:
1" = 30'

Date:
27 March 2025

Print Number
B - 542RP

Owen Surveying Co., Copyrights Reserved 2025

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 1 1/2 inch Rebar with plastic cap marked OWEN SURV 5560
CIRF= Capped iron rod found



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Ordinance 2025-07 amending Chapter 22 “Zoning” of the Breckenridge Code of Ordinances.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The intention of our ordinance, as is common in most cities, is not to allow people to live in Recreational Vehicles in areas zoned residential. Supporting this is our Zoning Use Chart where the use of living in RV in residential zoning is not allowed.

Our ordinance currently addresses this in Chapter 20 (Traffic) under parking (Chapter 20, Section 51) where it addresses RV storage, parking, or maintaining on a driveway, side yard, front yard for a continuous period of more than twenty-four hours.

- **Sec. 20-51. - Parking and storage of recreational vehicles, etc.**

(a) A person in a residentially zoned area shall not place, store, park, or maintain on his driveway, side yard, or front yard, for a continuous period in excess of twenty-four (24) hours, a recreational vehicle, boat, trailer, camper, dismantled or inoperative truck or motor vehicle.

(b) It shall be a defense to prosecution under this section if the prohibited item is enclosed in a building or structure, or concealed from view by a fence, shrubs, or other landscaping.

(Ord. No. [16-25](#), § II, 10-4-16)

With a history of limited Code Enforcement, there has been an increase in RV’s being set up on vacant lots used as a residence or placed in backyards and appear to be used as residences. This update will address the change in our zoning ordinance and will serve to clarify that an RV could not be used as a residence in a residential zoned area.

P&Z Commission met Monday, April 28, 2025, and recommends City Commission approval.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Consider P&Z's recommendation to approve Ordinance 2025-07 as presented.

ORDINANCE NO. 2025-07

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS AMENDING CHAPTER 22 “ZONING” OF THE BRECKENRIDGE CODE OF ORDINANCES BY ADDING SECTION 22-8 “RECREATIONAL VEHICLES” TO REGULATE THE USE OF RECREATIONAL VEHICLES AS RESIDENCES WITHIN THE CITY; BY REVISING THE DEFINITION OF “RECREATIONAL VEHICLE” INCLUDED IN SECTION 22-11; PROVIDING REPEALER AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Breckenridge, Texas (the “City”) is a home-rule city operating pursuant to its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution;

WHEREAS, the City has the power to adopt ordinances “necessary to protect health, life, and property” within the City, as long as those ordinances are not inconsistent with State law, pursuant to Section 3.2 of the Charter;

WHEREAS, Section 211.003(a) of the Texas Local Government Code provides that a city “may regulate...the location and use of buildings, other structures, and land for business, industrial, residential, or other purposes”;

WHEREAS, pursuant to this authority, the City Commission of the City (the “City Commission”) has adopted Chapter 22 “Zoning” of the Breckenridge Code of Ordinances;

WHEREAS, City staff has recommended that Chapter 22 be amended to prohibit the use of recreational vehicles for residences outside of permitted recreational vehicle parks;

WHEREAS, the Planning and Zoning Commission of the City (“P&Z”) held a public hearing regarding this amendment on April 28, 2025 and has recommended that the City Commission approve this change;

WHEREAS, the City Commission held a public hearing on May 6, 2025 and has given reasonable consideration, among other things, to the recommendation of P&Z, the compatibility of the proposed amendment with the City’s comprehensive plan and zoning ordinance, and whether the proposed amendment would result in a logical and orderly pattern of development in the City, and finds that the requested amendment should be adopted.

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

I. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

II. Addition of Section 22-8. Chapter 22 “Zoning” of the Breckenridge Code of Ordinances is hereby amended by adding Section 22-8 “Recreational vehicles” to read in its entirety as follows, and all other sections and provisions of said Chapter shall remain in full force and effect:

Sec. 22-8. Recreational vehicles.

It shall be unlawful for any person, firm, or corporation to park, or permit the parking of, a recreational vehicle on any lot or tract of land within the City if the recreational vehicle is being used or occupied as a residence, unless the recreational vehicle is located within a permitted recreational vehicle park.

III. Amendment of Section 22-11. Chapter 22 “Zoning”, Section 22-11 “Use definitions” of the Breckenridge Code of Ordinances is hereby amended by replacing the definition of “recreational vehicle” with the definition below, and all other sections and provisions of said Section shall remain in full force and effect:

Recreational vehicle includes boats, boat trailers, travel trailers, pickup campers and coaches (designed to be mounted upon automotive vehicles), motorized dwellings, tent trailers, utility trailers, livestock trailers, personal watercraft and the like, as well as cases or boxes used for storage or transporting such vehicles, whether occupied by such vehicles or not.

IV. Repeal. Any prior ordinances or ordinance provisions are hereby repealed to the extent they are in conflict with the terms of this Ordinance. Any remaining provisions of said ordinances shall remain in full force and effect.

V. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Breckenridge hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, clauses, or phrases be declared unconstitutional or invalid.

VI. Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED on this the 6th day of May 2025.

ATTEST:

Bob Sims, Mayor

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Resolution 2025-08 canceling the approved replat to the property known as 105 N. Rose (legally described as Lots 1, 2, 3, and East Half of Lot 4, Block 7, Original Town of Breckenridge) and property known as 317 W. Elm, (legally described as Lots 5, 6 and the West half of Lot 4, Block 7, Original Town of Breckenridge).

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

P&Z approved a replat on February 24, 2025, and the City Commission approved the same replat on March 4, 2025. The owner has not recorded the replat and has requested that the City's approval of the replat be cancelled. The owner would like to proceed with alternate plans for the development of the property.

P&Z met on Monday, April 28, 2025, and recommended approval of the cancellation.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Consider approval of Resolution 2025-08 as presented.



METES AND BOUNDS DESCRIPTION 0.69 ACRE TRACT

All that certain 0.69 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, 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 Tract No. 3 as described in Deed to Steven Wayne Whitmire, filed 28 August 2024, and recorded in volume 2263 page 492 of the Official Public Records of said Stephens County, and being all of a tract as described in deed to City of Breckenridge, Texas, filed 15 May 1998, and recorded in volume 1374 page 119 of said official public records, and said tract being all of a tract as described in deed to City of Breckenridge, Texas, filed 04 January 2001, and recorded in volume 1568 page 277 of said official public records, and said tract being all of Lots 1, 2, 3, 4, 5, and 6 of Block 7 of the Original Town of Breckenridge, dated May 1878, and recorded in volume C page 34 of the deed records, said plat now located in Slide 91B, and being more particularly described as follows;

BEGINNING for the northwest corner of the tract being described herein at a found iron rod with plastic cap marked "5560", same being the northwest corner of said Block 7, said rod being at the intersection of the south line of West Elm Street, and the east line of North McAmis Street, and said rod also having a North Central Texas State Plane Coordinate of N:6958273.07 E:1843634.60;

THENCE: South 89 degrees 52 minutes 57 seconds East, with the north line of said Block 7, and with the south line of said Elm Street, and passing at 60.22 feet a set 1/2 inch rebar and continuing on said course, and passing at 125.22 feet a found iron rod with plastic cap marked "4015" and continuing on said course a total distance of 300.00 to a found iron rod with brass cap for the northeast corner of this tract, same being the northeast corner of said Block 7, said rod being on the west line of South Rose Avenue;

THENCE: South 00 degrees 01 minutes 09 seconds West, with the east line of said block 7, and the west line of said Rose Avenue, a distance of 100.00 feet to a set 1/2 inch rebar for the southeast corner of this tract, said rebar being on the north line of a platted 15 foot wide alley;

THENCE: North 89 degrees 54 minutes 34 seconds West, with the north line of said alley, and passing at 175.00 feet a found iron rod with plastic cap marked "4015" and continuing on said course, a total distance of 300.00 feet to a found iron rod with plastic cap marked "5560" for the southwest corner of this tract, said rod being on the west line of said Block 7, said rod being on the east line of said McAmis Avenue, from said rod a found MAG nail being the northwest corner of Lot 7 of said Block 7 bears South 00 degrees 01 minutes 08 seconds West, a distance 16.29 feet;

THENCE: North 00 degrees 01 minutes 09 seconds East, with the west line of said Block 7, and the east line of said McAmis Street, a distance of 100.14 feet to the **POINT OF BEGINNING** and containing 0.69 acres of land.

NAD83 Grid Bearings and Distances reflect surface measurements

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That **Steven Wayne Whitmire** does hereby adopt this plat designating the herein described property as Lots 1R and 2R, Block 7, being a **Replat** of all of Lots 1, 2, 3, 4, 5, and 6, of Block 7 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 _____ day of _____ 2025.

Authorized Signature of Owners

Printed Name

STATE OF TEXAS

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

Commission Expires: _____

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 Lots 1R and 2R, Block 7, being a **Replat** of all of Lots 1, 2, 3, 4, 5, and 6, of Block 7 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 _____ day of _____ 2025.

Authorized Signature of Owner

Printed Name

STATE OF TEXAS

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

Commission Expires: _____

APPROVALS:

Recommended for Final Approval

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

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

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.



Eric Brennan, RPLS
Texas Registered Professional
Land Surveyor No. 5560
for and on behalf of Owen
Surveying Company

REPLAT

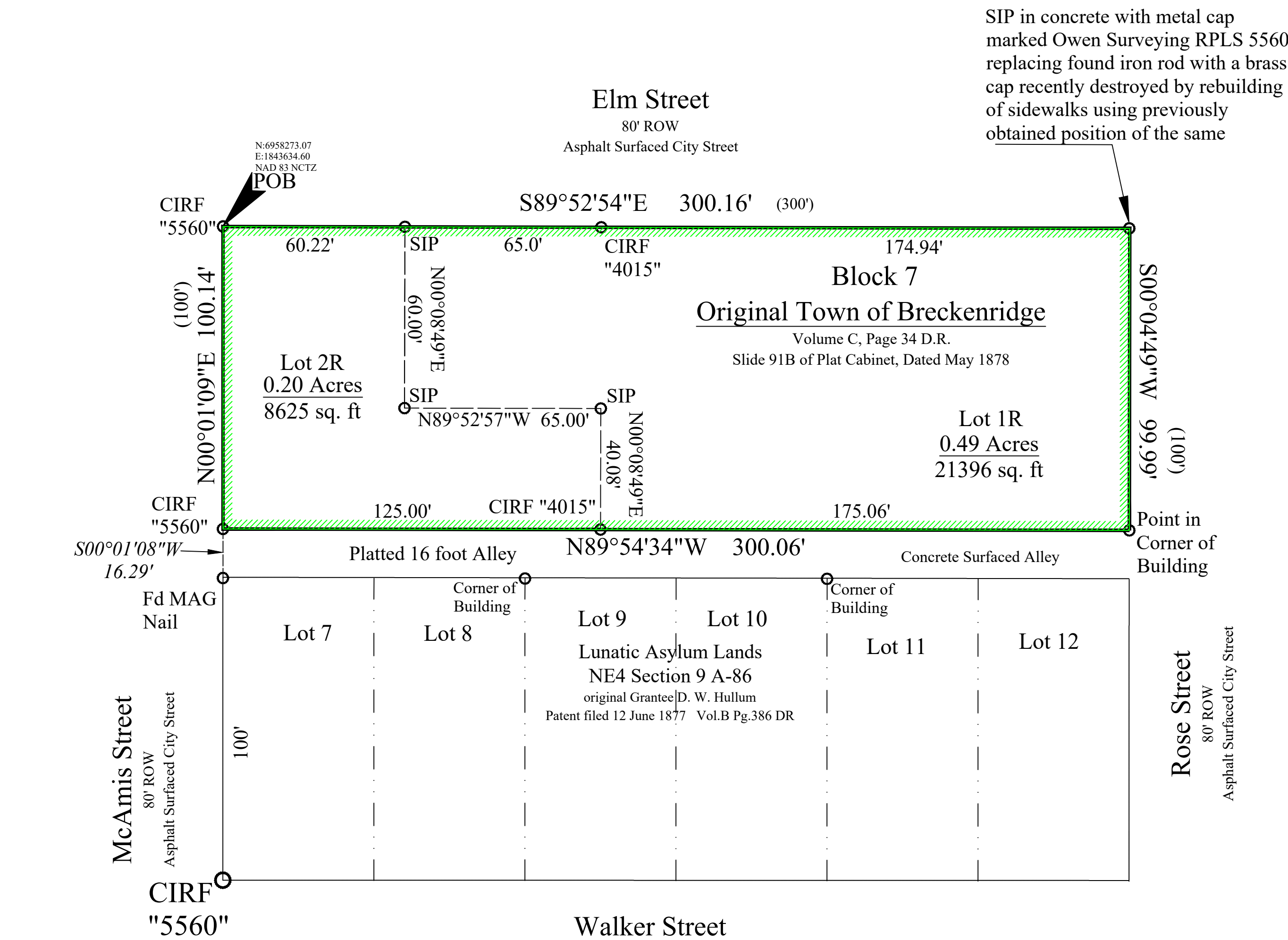
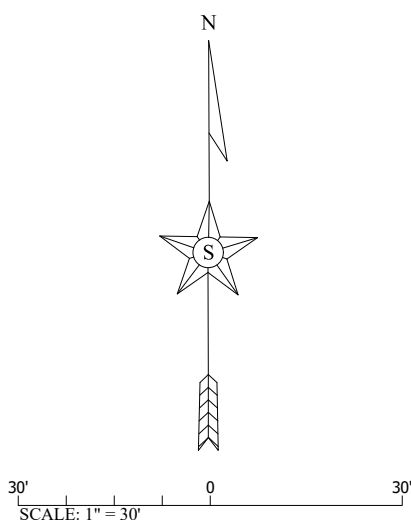
For Lot 1R and 2R being a **Replat** of
Lots 1, 2, 3, 4, 5 and 6 of Block 7 of the
Original Town of Breckenridge,
County of Stephens, State of Texas

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

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

Scale: 1" = 30' Date: 31 January 2025 Print Number B - 526RP



RESOLUTION NO. 2025-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS CANCELLING THE APPROVAL OF A REPLAT OF BLOCK 7 OF THE ORIGINAL TOWN OF BRECKENRIDGE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Section 18-18 of the Breckenridge Code of Ordinances, a replat was submitted to replat property known as 105 N. Rose (legally described as Lots 1, 2, 3, and the East half of Lot 4, Block 7, Original Town of Breckenridge) and property known as 317 W. Elm, legally described as Lots 5, 6 and the West half of Lot 4, Block 7, Original Town of Breckenridge) into Lots 1R and 2R (the “Replat”) to establish a new lot line between the two properties;

WHEREAS, the Planning and Zoning Commission (“P&Z”) of the City of Breckenridge (the “City”) approved Replat on February 24, 2025 and the City Commission of the City (the “City Commission”) approved the same on March 4, 2025;

WHEREAS, the owner of the property known as 317 W. Elm has not recorded the Replat and has requested that the City’s approval of the Replat be cancelled as the owner would like to proceed with alternate plans for development of the property;

WHEREAS, on April 28, 2025, P&Z voted to cancel its approval of the Replat; and

WHEREAS, the City Commission wishes to also cancel its approval of the Replat.

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

SECTION 1. All other ordinances, resolutions, or policies in conflict with this Resolution are hereby amended to the extent of such conflict.

SECTION 2. The approval of a Replat for Lot 1R and 2R, being a Replat of Lots 1, 2, 3, 4, 5, and 6 of Block 7 of the Original Town of Breckenridge, County of Stephens, State of Texas is hereby cancelled.

SECTION 3. As the Replat described in Section 2, above, is no longer approved by the City, it may not be filed of record unless it is resubmitted for approval.

SECTION 4. That this Resolution shall take effect immediately upon its adoption by the City Commission.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Breckenridge this the 6th day of May 2025.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action approving the first reading of Resolution 2025-10 regarding the Breckenridge EDC and Soggy Dog Wine and Brew Performance Agreement

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

Date: April 29, 2025

BACKGROUND INFORMATION:

The BEDC Board has approved an economic incentive to Soggy Dog Wine and Brew. Unfortunately, there was a misunderstanding as to what was approved, and a clarification is needed to confirm what BEDC approved for consideration.

- | | | |
|---------------------|----------|--|
| 1) Forgivable Loan | \$60,000 | Forgiveness Prorated on \$250,000 Annual Payroll |
| 2) Forgivable Loan | \$25,000 | Forgiveness Prorated on \$5,000 of Sales Tax Collections |
| 3) Grant (one-time) | \$43,710 | Anticipated Property Tax Increase |
| 4) Grant (one-time) | \$10,000 | Grand Opening of Soggy Dog |

This economic incentive requires two readings and will also be on the June agenda.

FINANCIAL IMPACT:

BEDC funds this contract.

STAFF RECOMMENDATION:

Consider approval of the first reading of Resolution 2025-10 as presented.

RESOLUTION NO. 2025-10

A RESOLUTION OF THE CITY OF BRECKENRIDGE, TEXAS AUTHORIZING THE BRECKENRIDGE ECONOMIC DEVELOPMENT CORPORATION TO UNDERTAKE A PROJECT TO PROMOTE NEW OR EXPANDED BUSINESS ENTERPRISES BY PROVIDING FINANCIAL INCENTIVES, TO INCLUDE FORGIVABLE LOANS AND GRANTS, TO BSH HOLDINGS, LLC.

WHEREAS, the Breckenridge Economic Development Corporation (“Breckenridge EDC”) is a Type B economic development corporation governed by Chapters 501 and 505 of the Texas Local Government Code;

WHEREAS, the Board of Directors of the Breckenridge EDC (the “EDC Board”) has approved a proposed project to provide forgivable loans, not to exceed \$85,000.00, and grants, not to exceed \$53,710.00, as financial incentives to BSH Holdings, LLC for the establishment of a restaurant at 114 E. Elm in Breckenridge, Texas (the “Project”);

WHEREAS, the EDC Board has found that the Project is authorized pursuant to Section 505.158 of the Texas Local Government Code, as the Project would promote new and expanded business enterprises in the City of Breckenridge;

WHEREAS, Section 505.158(b) requires the City Commission of the City of Breckenridge (the “City Commission”) to authorize a project allowed by that section by a resolution approved upon two readings, if it involves an expenditure of more than \$10,000; and

WHEREAS, the City Commission wishes to approve the proposed Project.

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

1. The recitals outlined above are found to be true and correct and are hereby adopted.
2. The Project is hereby authorized and may be funded by the Breckenridge Economic Development Corporation after holding a public hearing, pursuant to Section 505.159 of the Texas Local Government Code, and upon expiration of sixty (60) days after notice of said project is published, pursuant to Section 505.160 of the Texas Local Government Code.
3. This resolution shall go into effect upon its approval on second reading.

PASSED and **APPROVED** on first reading this the 6th day of May 2025.

PASSED, APPROVED, and ADOPTED on second reading this the 3rd day of June 2025.

ATTEST:

Bob Sims, Mayor

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Ordinance 2025-11 conveying a portion of Morningside Drive in the Country Club Estate Addition of the City of Breckenridge.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City has received a request to close the portion of Morningside Drive south of the southern boundary line of Lot 7, Block G of the Country Club Estate addition. The property owner owns the property on both sides of the ROW and does not have plans to develop the property.

This ordinance will convey the ROW as described above to the property owner but will retain a utility easement with the Street property for itself and other authorized utility providers.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Consider approval of ordinance 2025-11 as presented.

ORDINANCE NO. 2025-11

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS PROVIDING FOR THE ABANDONMENT, VACATION, AND CLOSURE OF A PORTION OF MORNINGSIDE DRIVE IN THE COUNTRY CLUB ESTATE ADDITION, CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT INCLUDING THE CONVEYANCE OF PROPERTY; PROVIDING REPEALER AND SEVERABILITY CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Breckenridge (the “City”) is a home-rule city operating pursuant to its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution;

WHEREAS, pursuant to Section 3.11 of the City Charter, the City has “exclusive control of all alleys, streets, gutters, and sidewalks situated within the City”, including “the power to vacate and abandon and sell and convey in fee that portion of any street, alley, avenue, boulevard or other public thoroughfare or public grounds”;

WHEREAS, the City has received a request to close, abandon, and vacate the portion of Morningside Drive south of the northern boundary line of Lot 7 in Block G of the County Club Estate Addition, City of Breckenridge, Stephens County, Texas (the “Street Property”) by West Texas Group Investments, LLC, the owner of the property adjacent to the Street Property;

WHEREAS, Sections 253.001(a) and 272.001 of the Texas Local Government Code provide that a city may convey abandoned street or alley property to an adjacent property owner without complying with notice and bidding requirements; and

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

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

I. 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.

II. 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.

III. Property Abandoned. A portion of Morningside Drive, a platted street within Country Club Estates, Phase 1, also known as Country Club Estates Addition, Phase 1, an addition to the City of Breckenridge according to plat of the same filed 20 January 1982, correction dedication deed recorded

in volume 515 page 319 of the Deed Records of Stephens County, and corrected plat located in Slide 88A of the Plat Cabinet in the Plat Records of said Stephens County, said portion of Morningside Drive lying south of Lot 7 of Block G of said Country Club Estates Addition, Phase 1 (the “Street Property”) shall be and is hereby abandoned, vacated, and closed insofar as the right, title, and easement of the public is concerned; subject, however, to the conditions, requirements, and restrictions hereinafter more fully set out.

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

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

VI. Conveyance. The City Secretary is authorized and directed to prepare and record a certified copy of this Ordinance in the Official Public Records of Stephens County, Texas. The Mayor is hereby authorized and directed to convey by Deed Without Warranty, in “As Is” condition, all of the interest of the City in and to the Street Property, except for the reservation of a utility easement, to the owner of property abutting upon said property.

VII. Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

VIII. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Commission hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, clauses, or phrases be declared unconstitutional or invalid.

IX. Effective Date. This Ordinance shall become effective immediately upon its adoption by the City Commission.

PASSED, APPROVED, AND ADOPTED on this the 6th day of May 2025.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L

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

DEED WITHOUT WARRANTY

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

That the CITY OF BRECKENRIDGE, TEXAS, a Texas home-rule municipality whose mailing address is 105 N. Rose Avenue, Breckenridge, Texas, 76424 (hereinafter "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid to Grantor by Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, and CONVEY to WEST TEXAS GROUP INVESTMENTS, LLC, a Texas limited liability company whose mailing address is 3433 W. Walker Street, Breckenridge, Texas, 76424 (hereinafter "Grantee") the following property situated in Stephens County, Texas, to-wit (hereinafter, the "Property"):

A portion of Morningside Drive, a platted street within Country Club Estates, Phase 1, also known as Country Club Estates Addition, Phase 1, an addition to the City of Breckenridge according to plat of the same filed 20 January 1982, correction dedication deed recorded in volume 515 page 319 of the Deed Records of Stephens County, and corrected plat located in Slide 88A of the Plat Cabinet in the Plat Records of said Stephens County, said portion of Morningside Drive being conveyed lying south of Lot 7 of Block G of said Country Club Estates Addition, Phase 1.

THIS CONVEYANCE IS MADE SUBJECT TO all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor; other instruments, other than conveyances of the surface fee estate, that affect the property herein described; and taxes for the year 2025 and subsequent years, which Grantee, by acceptance of this Deed Without Warranty, assumes responsibility for.

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

TO HAVE AND TO HOLD all of Grantor's rights, title, and interest in and to the Property, subject to the reservations contained in this Deed Without Warranty, unto the said Grantee, its heirs, successors, and assigns forever, WITHOUT ANY WARRANTIES OR REPRESENTATIONS BY GRANTOR, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, MERCHANTABILITY,

HABITABILITY, OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, OR MARKETABILITY OF THE PROPERTY. GRANTEE SPECIFICALLY ACKNOWLEDGES THAT ALL WARRANTIES OF GRANTOR THAT MIGHT ARISE BY COMMON LAW OR OTHERWISE, AND THE IMPLIED COVENANTS IN TEXAS PROPERTY CODE SECTION 5.023, ARE SPECIFICALLY EXCLUDED AND ARE FOREVER WAIVED AND RELINQUISHED BY GRANTEE.

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

CITY OF BRECKENRIDGE, TEXAS

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

STATE OF TEXAS §
COUNTY OF STEPHENS §

This instrument was acknowledged before me on the _____ day of May 2025, by Bob Sims, as Mayor of the City of Breckenridge, on behalf of said City.

Notary Public, State of Texas

ACCEPTED AND AGREED:

GRANTEE: West Texas Group Investments, LLC

Raul Duran, Jr.

STATE OF TEXAS §
COUNTY OF STEPHENS §

This instrument was acknowledged before me on the _____ day of May 2025, by Raul Duran, Jr., as Owner of West Texas Group Investments, LLC, on behalf of said company.

Notary Public, State of Texas





BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Ordinance 2025-08 amending various section in Article 1, Chapter 5 of the Breckenridge Code of Ordinances to update the phrase dangerous buildings to Substandard building.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

As staff continue to align their activities with the Strategic Plan in the area of Code Enforcement, this is another recommended update to our Code of Ordinances. This update amending Chapter 5, Buildings and Structures, with terminology as described, from 'dangerous' to 'substandard,' will help clarify and aid in a better understanding for our residents and help our Code Enforcement Officer in gaining compliance.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of Ordinance 2025-08 as presented.

ORDINANCE NO. 25-08

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS AMENDING VARIOUS SECTIONS IN ARTICLE I “IN GENERAL”, CHAPTER 5 “BUILDINGS AND STRUCTURES” OF THE BRECKENRIDGE CODE OF ORDINANCES TO UPDATE THE PHRASE “DANGEROUS BUILDING” TO “SUBSTANDARD BUILDING”; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Breckenridge, Texas (the “City”) is a home-rule city operating pursuant to its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution;

WHEREAS, the City Commission of the City of Breckenridge (the “City Commission”) has the authority to regulate the condition of buildings and structures within the City pursuant to Chapter 214 of the Texas Local Government Code;

WHEREAS, pursuant to this authority, the City Commission adopted Chapter 5, Article I of the Breckenridge Code of Ordinances;

WHEREAS, it has been recommended by staff to update the term “dangerous building” to “substandard building” in said Article to more accurately represent the condition of the buildings being regulated; and

WHEREAS, the City Commission finds that amending the terminology as described herein will aid in better understanding and enforcement of said regulations.

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

I. Amendment of Section 5-3. Chapter 5 “Buildings and Structures”, Article I “In General”, Section 5-3 “Definitions” of the Breckenridge Code of Ordinances is amended to read as follows, and all articles, chapters, sections, paragraphs, sentences, phrases, and words not expressly amended hereby are hereby ratified and affirmed.

Sec. 5-3. - Definitions.

The words and phrases contained herein shall have the following meanings ascribed to them unless the context states otherwise:

Abatement. Any action the city may take on public or private property and any adjacent property as may be necessary to remove or alleviate a nuisance, including, but not limited to, demolition, removal, repair, boarding and securing or replacement of property.

Administrative enforcement order. An order issued by the city commission, after a hearing, requiring a responsible person to correct a violation, abate a public nuisance, pay civil penalties and administrative costs or take any other action as authorized or required by this article and applicable state codes. Such

order may also include provisions authorizing the city to abate a public nuisance and/or assess a code enforcement lien.

Building or structure. Includes, but is not limited to, any building, fence, awning, canopy, sign, shed, garage, house, manufactured or modular home, mobile home, trailer, tent, or other structure whatever.

Code enforcement official. Any person authorized to enforce violations of this article or applicable state codes.

Minimum standards. The minimum standards for continued use and occupancy of a building as set forth in section 5-5, herein.

Owner of record. Any person, agent, firm, corporation or governmental agency shown to be the owner or owners of a building in:

- (1) The real property, assumed name, or appraisal district records of the county;
- (2) The tax and utility records of the city; or (3) The records of the secretary of state.

Public nuisance:

- (1) Whatever is dangerous to human life or health; whatever renders the ground, water, air or food hazardous to human life or health, or that is offensive to the senses; or that is or threatens to become detrimental to the public health; or
- (2) Any building that creates a hazard to health, safety, comfort or welfare.

Substandard building. Any building that does not comply with the minimum standards.

II. Amendment of Section 5-6. Chapter 5 “Buildings and Structures”, Article I “In General”, Section 5-6 “Responsibilities of property owner” of the Breckenridge Code of Ordinances is amended to read as follows, and all articles, chapters, sections, paragraphs, sentences, phrases, and words not expressly amended hereby are hereby ratified and affirmed.

Sec. 5-6. - Responsibilities of property owner.

- (a) Responsibility for structure itself. The owner of the premises shall maintain the structure(s) and exterior property in compliance with this article, except as otherwise provided by this article. Occupants of a structure are responsible for keeping the part of the structure in which they occupy and control in a clean, sanitary, and safe condition.
- (b) Responsibility for plumbing. The owner of a structure shall provide and maintain such plumbing facilities and plumbing fixtures as required by this article.
- (c) Occupation of substandard building prohibited. A person shall not occupy a structure as owner-occupant or permit another person to occupy a structure that is not in a sanitary and safe condition or that does not comply with the requirements of this article.
- (d) Disposition of property. It shall be unlawful for the owner of any building or structure to whom a notice of abatement has been sent in compliance with section 5-8 of this article to sell,

transfer, mortgage, lease, or otherwise dispose of such building or structure to another until the provisions of the notice of abatement have been complied with. Provided, however, that the property may be sold, transferred, mortgaged, or leased if the owner provides the prospective purchaser, transferee, mortgagee, or lessee with a copy of the notice of abatement and the purchaser, transferee, mortgagee, or lessee signs a notarized statement that he or she acknowledges receipt of the notice of abatement and fully accepts the responsibility, without condition, for making the corrections or repairs required by such notice of abatement in the time required by such notice of abatement.

III. Amendment of Section 5-8. Chapter 5 “Buildings and Structures”, Article I “In General”, Section 5-8 “Inspection and notice of abatement” of the Breckenridge Code of Ordinances is amended to read as follows, and all articles, chapters, sections, paragraphs, sentences, phrases, and words not expressly amended hereby are hereby ratified and affirmed.

Sec. 5-8. - Inspection and notice of abatement.

(a) Inspection. The city manager shall designate a code enforcement official to inspect or cause to be inspected any building the official has probable cause to believe does not meet the minimum standards. If an owner, occupant, agent or person in control of the premises refuses permission to enter or inspect, the code enforcement official, first authorized by the city manager, may seek an administrative inspection warrant or search warrant as provided for by Texas Code of Criminal Procedure article 18.05, unless an exception to the warrant requirement exists. All inspections, entries, examinations and surveys shall be done in a reasonable manner.

(b) Determination. After completing the inspection, the inspecting official shall determine if the building is a substandard building, as defined herein.

(c) Notice of abatement. After an initial determination that a building is a substandard building, the inspecting official shall notify the owner of record of the building, by certified mail, return receipt requested, of the nature of the violation(s) of the minimum standards. The inspecting official shall also notify the owner of record of the building that the building is substandard, and that the owner must vacate and/or repair, demolish, or remove the building for the good of the public health, safety and welfare. A notice shall be posted on the substandard building as follows:

"THIS BUILDING IS SUBSTANDARD ACCORDING TO THE MINIMUM STANDARDS SET FORTH IN THE OFFICIAL CODE OF THE CITY, CHAPTER 5, ARTICLE I AND THE OWNER MUST REPAIR, DEMOLISH OR REMOVE IT. CONTACT _____ AT _____ FOR FURTHER INFORMATION.

"DATE _____ "

(d) Request for public hearing before city commission. If the owner does not reply or take action within fifteen (15) days from the date the notice was mailed, the inspecting official may request that a public hearing be held before the city commission, pursuant to section 5-9, to determine whether the building complies with the minimum standards set forth in this article. The city shall then order a public hearing.

(1) If a public hearing is ordered, the city shall make a diligent effort to discover the identity and address of the owner(s) of record and any lienholders or mortgagees of the building and the underlying property.

(2) The city shall notify each owner, lienholder, or mortgagee by certified mail, return receipt requested no later than ten (10) days prior to the date of the public hearing, and notify any unknown owners by posting a copy of the notice on the front door of each improvement situated on the affected property or as close to the front door as practicable. The notice shall state that a public hearing will be held in reference to the building and that any interested party may appear at the public hearing, be heard, and present evidence in reference to the condition of the building. The notice shall further advise the owner, lienholder, or mortgagee or unknown owner that he will have the burden of proof at such hearing and will be required to submit at the hearing proof of the scope of any work that may be required to make the building comply with this article and the amount of time it will take to reasonably perform the work.

(3) The city will publish notice of the public hearing in a newspaper of general circulation in the city no later than ten (10) days prior to the date of the public hearing. The city may also file a notice of the public hearing in the official public records of real property in the county. The notice must contain the name and address of the owner of the property (if it can be determined from a reasonable search of county records), a legal description of the affected property and a description of the proceeding, including the date, location and time of the public hearing.

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

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

VI. Effective Date. This ordinance shall become effective immediately upon its adoption by the City Commission.

PASSED, APPROVED, AND ADOPTED on this the 6th day of May 2025.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Ordinance 2025-09 amending Chapter 5 “Buildings and Structures”, Article V “Flood Damage Prevention”, Section 5-88 “Floodways” of the Breckenridge Code of Ordinances.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Floodways and designated floodplains are located within areas of special flood hazard as established in Chapter 5, Section 88 of our Code of Ordinances. These areas pose significant risk due to floodwater velocity, debris, etc. and therefore are regulated to mitigate the risk.

Accordingly, the following provisions apply to both floodways and floodplains as identified in the Federal Emergency Management Agency's *Flood Insurance Study for the City of Breckenridge*, dated March 30, 1981, including all accompanying Flood Insurance Rate Maps (FIRMs) and Flood Boundary-Floodway Maps:

1. **Encroachments are prohibited**, including fill, new construction, substantial improvements, and other development within designated floodways or floodplains, unless certification by a registered professional engineer or architect demonstrates that such encroachment will not result in any increase in flood levels during the occurrence of the base flood discharge.
2. If subsection (1) is satisfied, **all new construction and substantial improvements** within the floodway or floodplain shall comply with the applicable flood hazard reduction provisions of Sections 5-85 through 5-88.
3. **Floodplain areas**, though potentially less hazardous than floodways, still pose a risk to life, safety, and property, and are therefore subject to these standards to ensure compliance with the National Flood Insurance Program (NFIP).

This amendment updates the city's ordinance and ensures that it covers both high-risk (floodways) and moderate-risk (floodplains) areas as defined by FEMA, supporting community resilience and continued NFIP eligibility.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Consider approval of Ordinance 2025-09 as presented.

ORDINANCE NO. 25-09

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS AMENDING CHAPTER 5 “BUILDINGS AND STRUCTURES”, ARTICLE V “FLOOD DAMAGE PREVENTION”, SECTION 5-88 “FLOODWAYS” OF THE BRECKENRIDGE CODE OF ORDINANCES TO REVISE SAID SECTION TO BE ENTITLED “ENCROACHMENTS” AND TO PROHIBIT ENCROACHMENTS IN AREAS DESIGNATED AS FLOODPLAIN IN ADDITION TO FLOODWAYS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Breckenridge, Texas (the “City”) is a home-rule city operating pursuant to its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution;

WHEREAS, the City has “the power to enact and enforce ordinances necessary to protect health, life, and property, and to prevent and summarily abate and remove all nuisances within the city” pursuant to Section 3.2 of the City Charter;

WHEREAS, pursuant to the City’s participation in the National Flood Insurance Program, the City Commission of the City (the “City Commission”) adopted Chapter 5, Article V of the Breckenridge Code of Ordinances to establish flood damage prevention regulations;

WHEREAS, Section 5-88 of said Article prohibits encroachments within property designated as floodway but City staff has proposed to also prohibit encroachments within the floodplain; and

WHEREAS, the City Commission finds that it is in the best interest of the health, safety, and welfare of the citizens of the City to revise Section 5-88 of the Code to prevent encroachments in the floodplain, in addition to the floodplain.

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

I. Amendment of Section 5-88. Chapter 5 “Buildings and Structures”, Article V “Flood Damage Prevention”, Section 5-88 “Floodways” of the Breckenridge Code of Ordinances is amended to read as follows, and all articles, chapters, sections, paragraphs, sentences, phrases, and words not expressly amended hereby are hereby ratified and affirmed.

Sec. 5-88. Encroachments.

Located within areas of special flood hazard established in section 5-75 are areas designated as floodway or floodplain. Since the floodway and floodplain are extremely hazardous areas due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development, unless certification by a professional registered engineer or architect is provided

demonstrating that encroachment shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If subsection (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of sections 5-85—5-87.

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

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

IV. Effective Date. This ordinance shall become effective immediately upon its adoption by the City Commission.

PASSED, APPROVED, AND ADOPTED on this the 6th day of May 2025.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion or any necessary action regarding approval of Ordinance 2025-10 amending Chapter 10, Article I, Division 2, Section 10-8 of the Breckenridge Code of Ordinances to remove the requirement that notification be sent by certified mail.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Currently our ordinance requires us to send notification of violation via certified mail. This is not a requirement of the state statute (Section 342.006 of the Texas Health and Safety Code 342.006). The average cost to send a certified letter in Texas is \$9.85 and the cost to send a Notice of Violation letter via standard mail is an average of \$.69 cents, with the uptick in code enforcement, this cost is adding up. Since the beginning of January 2025, over 300 property owners have been notified of code violations on properties in the city.

FINANCIAL IMPACT:

The cost of sending certified mail notice letters with the current case count of just 300 is approximately \$3000.00, compared to the cost of \$207.00 sent via standard mail to the property owners address on Stephens County CAD.

STAFF RECOMMENDATION:

Staff recommendation is to approve the amendment to the ordinance to allow for the Notice of Violation to be sent by standard USPS mail.

ORDINANCE NO. 2025-10

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS AMENDING CHAPTER 10 “GARBAGE, TRASH, WEEDS AND OTHER WASTE”, ARTICLE I “IN GENERAL”, DIVISION 2 “CLEANLINESS OF PREMISES”, SECTION 10-8 “SERVICE OF NOTICE; RECEIPT” OF THE BRECKENRIDGE CODE OF ORDINANCES TO REMOVE THE REQUIREMENT THAT NOTIFICATION BE SENT BY CERTIFIED MAIL; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Breckenridge, Texas (the “City”) is a home-rule city operating pursuant to its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution;

WHEREAS, the City has “the power to enact and enforce ordinances necessary to protect health, life, and property, and to prevent and summarily abate and remove all nuisances within the city” pursuant to Section 3.2 of the City Charter;

WHEREAS, to that end, the City Commission of the City (the “City Commission”) adopted Chapter 10, Article I, Division 2 of the Breckenridge Code of Ordinances to regulate nuisance conditions on property within the City;

WHEREAS, Section 10-8 of said Division requires that notices of violation be sent by certified mail, but this is not required under Section 342.006 of the Texas Health and Safety Code 342.006; and

WHEREAS, the City Commission finds that it would be more cost effective and efficient to remove the requirement that these notices be sent to property owners via certified mail.

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

I. Amendment of Section 10-8. Chapter 10 “Garbage, Trash, Weeds and Other Waste”, Article I “In General”, Division 2 “Cleanliness of Premises”, Section 10-8 “Service of notice; receipt” of the Breckenridge Code of Ordinances is amended to read as follows, and all articles, chapters, sections, paragraphs, sentences, phrases, and words not expressly amended hereby are hereby ratified and affirmed.

Sec. 10-8. Service of Notice; receipt.

(a) The notice required by this division may be served on the owner by any of the following methods:

- (1) Personally to the owner in writing;
- (2) By letter addressed to the owner at the owner’s address as recorded in the Stephens County Appraisal District records; or
- (3) If personal service cannot be obtained, service can be made by:
 - a. Publication in a newspaper of general circulation in the area at least once;

- b. Posting the notice on or near the front door of each building on the property to which the violation relates; or
- c. Posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates.

(b) If the city mails a notice to a property owner in accordance with this section, and the United States Postal Service returns the notice as “refused” or “unclaimed”, the validity of the notice is not affected, and the notice is considered as delivered.

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

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

IV. Effective Date. This ordinance shall become effective immediately upon its adoption by the City Commission.

PASSED, APPROVED, AND ADOPTED on this the 6th day of May 2025.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding the award of bid for Solid Waste Services.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The current solid waste provider is Republic Services. Our current contract is for eight years with an option to renew it for an additional eight years. The first eight years are up in July 2025. To keep competitive rates for our citizens, staff issued a Request for Proposal (March 5 & 12, 2025) with a deadline for submissions on March 21, 2025, to award May 6, 2025, which allows for a 3-month transition, should the City Commission award the contract to a bidder other than our current provider, Republic Services.

The City received four submissions:

1. AEL
2. CWS
3. Frontier Waste Solutions
4. Republic Services

A committee reviewed the submissions and scored each submission. See attached scores and submission comparisons highlights.

FINANCIAL IMPACT:

Continue to contract with selected vendor.

STAFF RECOMMENDATION:

Consider approval of award of bid for Solid Waste Services, authorizing the City Manger to negotiate the contract.

SCORES	AEL	CWS	FRONTIER WASTE	REPUBLIC SERVICES
SCORE #1	92	82.57	91.08	97.82
SCORE #2	93	89.57	92.08	97.82
SCORE #3	89	76.6	88	97.8
SCORE #4	98	87.57	90.08	82
SCORE #5	95	94.57	88.08	96.82
SCORE #6	100	96.57	92.08	97.82
TOTALS	567	527.45	541.4	570.08

Republic	570.08
AEL	567
Frontier	541.4
CWS	527.45

SUBMITTALS	RESIDENTIAL PRICING	EQUIPMENT	FRANCHISE FEE	SERVICE EXP.	EXTRA	BUKLY WASTE	RATE INCREASES
AEL	\$14.04 MONTHLY	Double axel trucks	5%	Serves smaller communities, been in business for 19 years, began in San Antonio, expanded to Central TX and is expanding in West Central TX.	AEL will provide 2-53' trailers for tire pick-up twice yearly at no charge, E-waste service (electronics) 2x per yr. no charge, SWS at city facilities	1x per month included	3% or CPI annually
CWS	\$16.95 MONTHLY	Double axel trucks	5%	Serves smaller communities in Central and West Texas, has been in business for 10 years,	CWS will include hazardous, electronic waste 2 x per year in roll-offs, discounted rate for roll-offs at CV, will provide SWS to city sponsered events and up to 25 96 gal polycarts, pick-up at city facilities.	1x per month included	3% or CPI-U annually
FRONTIER WASTE SOLUTIONS	\$19.95 MONTHLY	Double axel trucks	5%	Servces all size communities, in business for 30 years,	Will provide SWS to any city-sponsored event and up to 25 polycarts, TracEZ system, if 7-yr term will waive 1st yr. CPI, SWS to city facilities and city events up to 25 96 gallon polycarts	1x per month included	3% or CPI annually
REPUBLIC	\$15.75 MONTHLY	Single axel trucks	5%	Serves all size communities, in business for 33 years	60 free roll-offs at CV annually, SWS to city facilites at no cost, smartphone based app, will negotiate 3rd party pass thru cost for Hazardous waste and e-waste, sponsors of city/chamber events	1x per month included	3 % or CPI annually



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Stephens County Interlocal Agreement for Demo of Substandard homes.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City Commission and County Commissioners met last summer regarding updating several interlocal agreements. One of those agreements is codification of a partnership between the City, Stephens County and Breckenridge Economic Development Corporation, where BEDC provides seed money to support the City's efforts to address substandard/dangerous homes in Breckenridge and the County Commissioners agree to provide the labor and equipment to demolish homes that have been declared dangerous buildings by the City Commissioners.

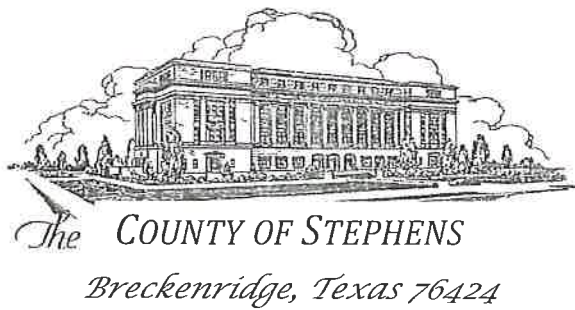
After further review, the County Commissioners have proposed \$4,000 per home demolished and disposed of (in the City's monofil) and the BEDC has agreed to the amount with a cap of \$20,000, annually.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Consider approval of the updated Stephens County Demo Interlocal.



AMENDED AGREEMENT FOR BUILDING DEMOLITIONS

This Agreement for Building Demolitions (the “Agreement”) is entered on the 27th day of January 2025 by and between the City of Breckenridge, Texas, a Texas home-rule municipality operating under Article XI, Sec. 5 of the Texas Constitution (the “City”), Stephens County, a political subdivision of the State of Texas (the “County”), and Breckenridge Economic Development Corporation, a Texas non-profit economic development corporation (“BEDC”).

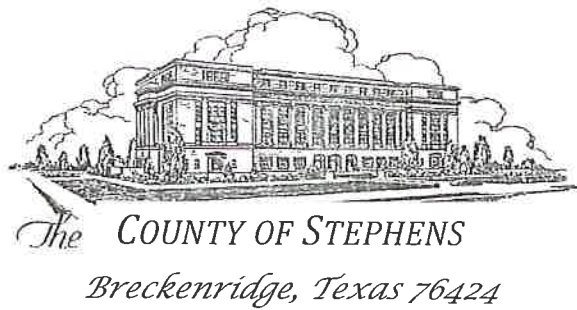
RECITALS

WHEREAS, the City and the County are authorized to enter into an interlocal agreement pursuant to Chapter 791 of the Texas Government Code to cooperate with each other to perform governmental functions and services, including such functions and services to promote “public health and welfare” pursuant to Section 791.003 of the Texas Government Code;

WHEREAS, pursuant to Chapter 214 of the Texas Local Government Code, under Article I of Chapter 5 of the Breckenridge Code of Ordinances, the City has processes in place to abate substandard structures within the City, and the City and the County are mutually interested in demolishing and removing substandard structures to promote public health and welfare and increase property tax revenues within the City and the County;

WHEREAS, BEDC is dedicated to promoting economic development within the City of Breckenridge and the BEDC Board has found that assisting with the expenses of demolishing substandard buildings within the City is an acceptable BEDC project as is promotes new or expanded business development pursuant to Section 505.158 of the Texas Local Government Code; and

WHEREAS, the City, County, and BEDC wish to enter into this Agreement to cooperate in demolishing and removing substandard buildings within the City to promote public health and welfare and new or expanded business development.



AGREEMENT

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

1. Responsibilities of City.

- (a) The City shall provide the County with a list of structures that have been deemed to be substandard structures and ordered to be demolished by the City's City Commission. The City shall be solely responsible for determining that the substandard structures identified for demolition under this Agreement have been properly deemed to be substandard and ordered to be demolished and that the appropriate time has passed to allow the owners or other interested parties to demolish the substandard structure.
- (b) Prior to the demolition of any structure, the City shall notify the County and BEDC at least thirty (30) days of the scheduled demolition.

2. Responsibilities of County.

- (a) The County agrees to demolish identified substandard structures on a schedule to be mutually agreed upon by the County Judge and the City Manager.
- (b) The County has agreed to demolish structures in exchange for payment in the amount of Four Thousand Dollars (\$4,000.00) per structure. The County shall not undertake the demolition before receiving payment from BEDC.
- (c) The County shall be solely responsible for the manner and means of demolition of the identified substandard structures and for supervising its employees or contractors engaging in the same.
- (d) After a substandard structure is demolished by the County, the County will haul the demolition debris to the City's monofill.
- (e) Should the County not proceed with the demolition of any structure for any reason within six (6) months of receiving payment from BEDC, the County shall refund BEDC's payment within thirty (30) days of BEDC's demand for same.

3. Responsibilities of BEDC.

Within thirty (30) days of receiving notice from the City as described in Section 1(b) above, BEDC will remit payment in the amount of Four Thousand Dollars (\$4,000.00) per structure to the County, not exceeding \$20,000 annually for demolitions.



4. **General.**

- (a) **Term.** The term of this Agreement shall be 1 year, beginning on the Effective Date and ending on April 14, 2026. This Agreement shall not automatically renew unless the City and the County agree to the updated fee of Four Thousand Dollars (\$4,000) per structure. Any party wishing to terminate the agreement must provide a written notice to the other party at least ninety (90) days before the end of the current term.
- (b) **Nonappropriation of Funds.** Each party will strive to ensure that sufficient amounts are budgeted each year for each party to comply with this Agreement. However, should any party fail to appropriate adequate funds to comply with this Agreement, the party failing to so appropriate shall provide notice to the other parties at least ninety (90) days prior to the end of the fiscal year in which funds were budgeted. In such case, this Agreement will terminate at the end of the fiscal year in which funds were budgeted.
- (c) **Breach.** If any party fails to comply with any provision of this Agreement, any other party may send written notice of that fact to the breaching party. The Agreement will terminate, as to the party notifying the breaching party of the breach, if the breach is not cured within thirty (30) days after the date notice is received. A waiver by a party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.
- (d) **Venue.** All parties agree that the exclusive venue for any action arising from this Agreement will lie in the District Court located in Stephens County, Texas.
- (e) **Severability.** If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision with a mutually acceptable provision consistent with the original intentions of the parties.
- (f) **No Waiver of Defense.** Nothing in this Agreement will be construed to waive, modify, or amend any applicable legal defense available to any party, or any past or present City Commissioner, County Commissioner, Board Member, officer, agent, or employee, including but not limited to governmental immunity from suit as provided by law.
- (g) **Assignment.** This Agreement may not be assigned without the written consent of both parties.
- (h) **Independent Contractors.** The parties to this Agreement are independent contractors. No party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.



This Interlocal Agreement was duly approved by the Commissioners Court of Stephens County on the 14 day of April 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.

Bob Sims, Mayor

ATTEST: Jessica Sutter, City Secretary

This Interlocal Agreement was duly approved by the Board of Directors of the Breckenridge Economic Development Corporation on the _____ day of _____ 2025.

_____, President

ATTEST: _____, Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding award of construction bid for TWDB DWSRF project

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

This project is one of the City's Texas Water Development Board projects for the water side and includes replacement of old cast iron water lines and installation of new PVC, water valves and fire hydrants as well as construction of improvements at the Water Treatment Plan and the raw water intake structure at Lake Daniels. There will be two contracts: Contract A for the water line replacement, valves, and fire hydrant and the second, Contract B will include improvements at the WTP and Lake Daniels.

The award of bid today is for Contract A (water line, valves, fire hydrants, etc.). Contract B will come later.

The project has been in planning and design for the past two years. The engineers issued the RFP for construction for Contract A and received bids Friday, May 2, 2025.

We will update this agenda item on Monday with the results of the bids received and apparent lowest and best bid.

FINANCIAL IMPACT:

The City was awarded 36% loan forgiveness and 64% discounted loan by the TWDB. See attached approved budget for the project.

STAFF RECOMMENDATION:

Consider approval of apparent lowest and best bid as recommended.



Approved Project Budget at Closing
City of Breckenridge
62913 - Water System Improvements

Budget Items	Total TWDB Funds	LF1001495	L1001494	L1001493
Construction				
Construction	\$2,715,000.00	\$933,809.00	\$476,191.00	\$1,305,000.00
Subtotal for Construction	\$2,715,000.00	\$933,809.00	\$476,191.00	\$1,305,000.00
Basic Engineering Services				
Construction Engineering	\$22,000.00	\$0.00	\$22,000.00	\$0.00
Design	\$131,000.00	\$131,000.00	\$0.00	\$0.00
Planning	\$38,000.00	\$38,000.00	\$0.00	\$0.00
Subtotal for Basic Engineering Services	\$191,000.00	\$169,000.00	\$22,000.00	\$0.00
Special Services				
Application	\$10,000.00	\$10,000.00	\$0.00	\$0.00
Environmental	\$25,000.00	\$25,000.00	\$0.00	\$0.00
Geotechnical	\$5,000.00	\$5,000.00	\$0.00	\$0.00
Permits	\$10,000.00	\$10,000.00	\$0.00	\$0.00
Inspection	\$144,000.00	\$0.00	\$144,000.00	\$0.00
O&M Manual	\$5,000.00	\$0.00	\$5,000.00	\$0.00
Project Management (by engineer)	\$30,000.00	\$30,000.00	\$0.00	\$0.00
Surveying	\$25,000.00	\$25,000.00	\$0.00	\$0.00
Testing	\$10,000.00	\$0.00	\$10,000.00	\$0.00
Water Conservation Plan	\$5,000.00	\$5,000.00	\$0.00	\$0.00
Subtotal for Special Services	\$269,000.00	\$110,000.00	\$159,000.00	\$0.00
Fiscal Services				
Bond Counsel	\$43,805.00	\$0.00	\$43,805.00	\$0.00
Financial Advisor	\$42,000.00	\$0.00	\$42,000.00	\$0.00
Fiscal/Legal	\$2,325.00	\$0.00	\$2,325.00	\$0.00
Issuance Costs	\$3,500.00	\$0.00	\$3,500.00	\$0.00
Loan Origination Fee	\$45,588.00	\$0.00	\$45,588.00	\$0.00
Subtotal for Fiscal Services	\$137,218.00	\$0.00	\$137,218.00	\$0.00
Contingency				
Contingency	\$325,591.00	\$100,000.00	\$225,591.00	\$0.00
Subtotal for Contingency	\$325,591.00	\$100,000.00	\$225,591.00	\$0.00
Total	\$ 3,637,809.00	\$ 1,312,809.00	\$ 1,020,000.00	\$ 1,305,000.00



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Resolution 2025-09 supporting TXDOT's 2025 Transportation Alternatives Set-Aside (TA) call for projects.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

TXDOT has issued a call for projects for communities to apply for funding assistance with the Transportation Alternatives Set-Aside Program.

The TA program has historically provided funding to local project sponsors for planning and construction of a variety of bicycle and pedestrian infrastructure and planning projects, including sidewalks, on- and off-street bikeways, shared use paths, and other non-motorized safety infrastructure for communities throughout the state.

Project Overview

Sidewalks and ADA accessibility, on both north and south side of US 180 from Sunset Blvd to Wilson. The current cost estimate is \$2.4 million.

Timeline

Detailed application is due in June 2025.

City Commission to approve a Resolution of Support on the May agenda.

If our application is selected to move forward in October by TXDOT Commission, we will need another resolution stating City will assume responsibility for overages of the project.

There is an estimated 95% chance we will be selected to move forward with the application. However, there is only an estimated 20% chance that our project will get funded due to the limited funds and expected number of applicants.

This project is for sidewalks and ADA improvements on the north and south side of Walker/Highway 180 between Wilson and Sunset Blvd (see map).

FINANCIAL IMPACT:

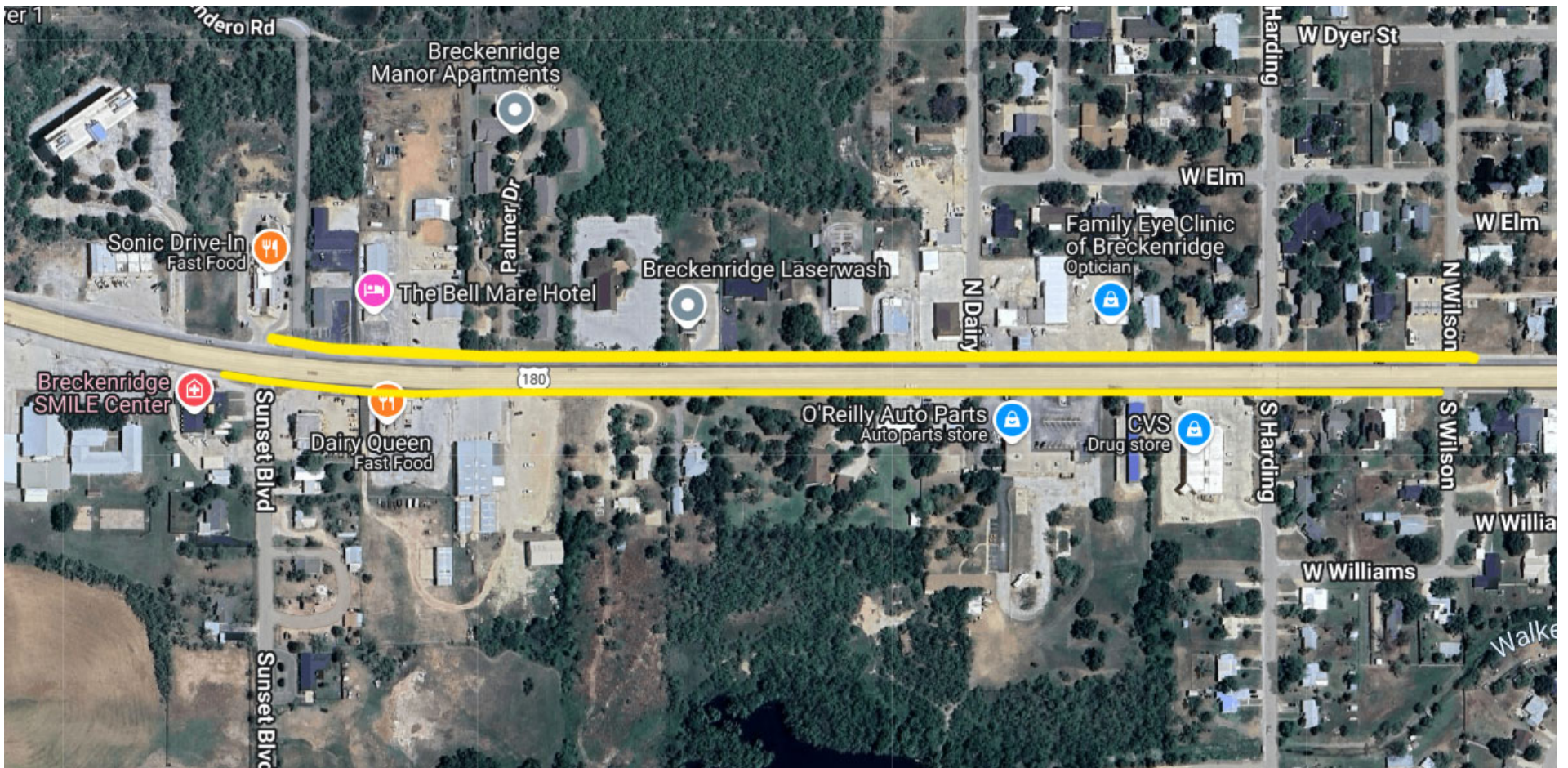
The program requires very little local community resources (submission, time, money, engineering costs, etc.). Funding normally covers 80% and local gov pays 20%. In our case, we qualify for TDC credits so if awarded it would be covered at 100%.

STAFF RECOMMENDATION:

Consider approval of Resolution 2025-09 supporting TXDOT's 2025 Transportation Alternatives Set-Aside (TA) Call for Projects.

BRECKENRIDGE 2025 TA PRELIMINARY APPLICATION

CO-SPONSORED BY TxDOT



RESOLUTION 2025-09

A RESOLUTION SUPPORTING CITY OF BRECKENRIDGE'S TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2025 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, the Texas Department of Transportation issued a call for projects in January 2023 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Breckenridge would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE Breckenridge City Commissioners OF THE City of Breckenridge THAT: The City of Breckenridge supports funding this project(s) as described in the 2025 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The City of Breckenridge is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Breckenridge on this the 6th day of May 2025.

Bob Sims, Mayor

Jessica Sutter, City Secretary

SEAL