



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

October 24, 2023 at 5:30 PM

AGENDA

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the City Commission will meet in a Regular Meeting of the Breckenridge City Commission on October 24, 2023 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE by Andy Rodgers of First Baptist Church

American Flag

OPEN FORUM

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

STAFF REPORT

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

City Manager

1. Street improvement updates

PD Salary attrition

Department Head Reports

2. Upcoming events

10/31 Walker Street Trick-or-Treat

10/31 1st annual Family Fall Festival

11/4 Breckenridge Chamber of Commerce Banquet

Public Services Director

3. Employee of the Month presentation

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

PUBLIC HEARING ITEMS

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

ACTION ITEMS

8. Discussion and any necessary action regarding whether the buildings on the eleven properties are dangerous buildings pursuant to Chapter 5, Article I of the Breckenridge Code of Ordinances and, if so, discussion and any necessary action regarding issuing orders to abate the dangerous buildings or accepting conveyance of property (ies) from owners
9. Discussion and any necessary action regarding budget amendment to partner with Stephens County Appraisal District to update mapping on CAD website
10. Discussion and any necessary action 805 W. Walker Agreement, which contains a structure that has become dilapidated due to a recent fire
11. Discussion and any necessary action regarding award of Public Works Facility RFP
12. Discussion and any necessary action regarding Mobile Food Truck Ordinance Update
13. Discussion and any necessary action regarding partnering with Stephens County and the Chamber of Commerce for the 1st Annual Family Fall Festival
14. Discussion and any necessary action regarding Interlocal with Stephens County for Emergency Notification System HyperReach

- [15.](#) Discussion and any necessary action regarding Ordinance No. 23-17 temporarily reducing the speed limit for portions of US Highway 180 within the City Limits of the City of Breckenridge
- [16.](#) Discussion and any necessary action regarding Optimum Contract
- [17.](#) Discussion and any necessary action regarding Spectrum Contract

EXECUTIVE SESSION

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

Real Property

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

18. American Legion
19. 210 N. Smith

Personnel Matters

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

20. City Manager, annual review

RECONVENE INTO OPEN SESSION

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

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

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

ADJOURN

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

CERTIFICATION

I hereby certify that the above notice was posted in the bulletin board at Breckenridge City Hall, 105 North Rose Avenue, Breckenridge, Texas , by **5:00 PM** on the **20th day of OCTOBER 2023**.

City Secretary



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



City Of Breckenridge

DEPARTMENTAL REPORTS

August 2023

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

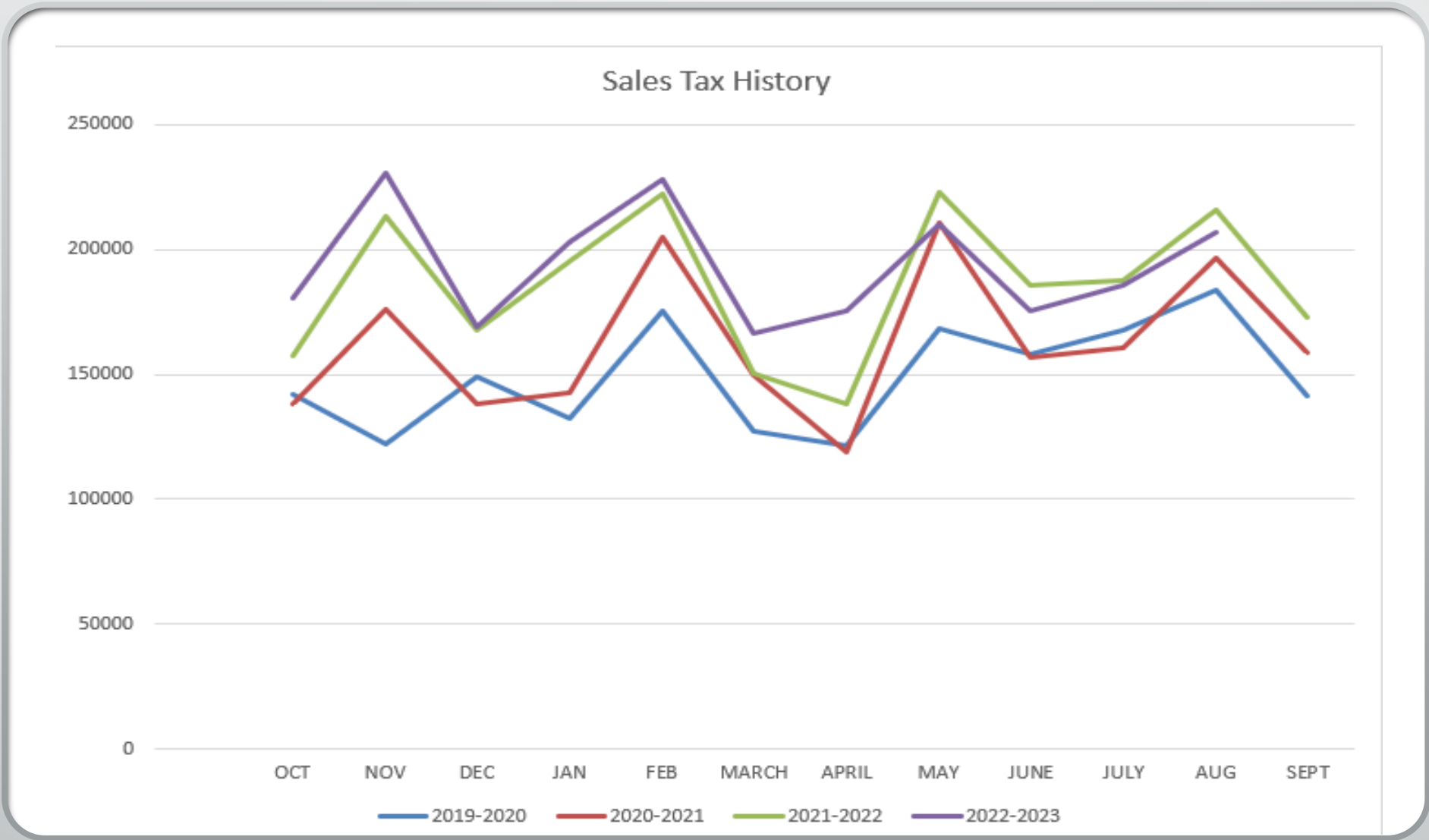
Finance

Bank Statement Balances

	Account Name	Balances as of August 2022	Balances as of August	Item 1.
1001	GENERAL FUND	\$ 1,038,563.77	\$ 1,481,979.20	
1013	ARSON FUND	\$ 509.89	\$ 509.89	
1014	FEDERAL TAX & LOAN	\$ 20,536.01	\$ 24,206.51	
2000	PAYING	\$ 2,502.53	\$ -	
1001	WATER FUND	\$ 1,078,886.44	\$ 1,556,741.70	
1001	WASTEWATER FUND	\$ 540,341.02	\$ 930,450.41	
1001	SANITATION	\$ 42,324.88	\$ 26,601.36	
1001	FIRE DEPT. SPECIAL	\$ 10,971.75	\$ 10,305.12	
1001	FORFEITED PROPERTY	\$ 1,250.92	\$ 1,477.49	
1002	PAYROLL FUND	\$ 4,507.74	\$ 41,100.97	
1001	EQUIP. REPLACEMENT FUND	\$ 161,007.32	\$ 237,216.93	
1001	STREET MAINTENANCE	\$ 730,493.43	\$ 900,488.99	
1001	BRECKENRIDGE PARK FUND	\$ 8,898.96	\$ 9,245.17	
1001	POLICE DEPT. SPECIAL	\$ 10,132.54	\$ 13,610.97	
1001	Excess Sales Tax Revenue	\$ 17,585.10	\$ 17,628.95	
1001	Breck Trade Days	\$ 39,192.62	\$ 39,416.62	
1051	CO 2017 A&B Sinking /Rd	\$ 462,488.16	\$ 814,205.13	
1001	Capital Improvement Project	\$ 41,946.22	\$ 131,786.53	
1058	GENERAL DEBT SERVICE FUND	\$ 1,206,462.65	\$ 965,338.50	
1025	Rescue Boat Donation	\$ 1,808.13	\$ 1,812.66	
1073	CWSRF LF1001492	\$ 1.00	\$ 17,651.99	
1076	CWSRF LF1001492 ESCROW	\$ 1,228,056.66	\$ 1,221,291.49	
1056	CWSRF CO 2022A L1001491	\$ 1.00	\$ 1.00	
1074	CWSRF CO 2022A L1001491 ESCROW	\$ 904,671.61	\$ 937,343.45	
1072	CWSRF CO 2022A L1001426	\$ 1.00	\$ 1.00	
1075	CWSRF CO 2022A L1001426 ESCROW	\$ 1,915,993.31	\$ 1,985,188.63	
1071	DWSRF LF1001495	\$ 1.00	\$ 1.10	
1079	DWSRF LF1001495 ESCROW	\$ 1,313,489.95	\$ 1,343,770.32	
1070	DWSRF CO 2022B L1001493	\$ 1.00	\$ 1.00	
1078	DWSRF CO 2022B L1001493 ESCROW	\$ 1,305,676.90	\$ 1,352,830.89	
1057	DWSRF CO 2022B L1001494	\$ 1.00	\$ 1.00	
1077	DWSRF CO 2022B L1001494 ESCROW	\$ 915,220.73	\$ 948,273.54	
1010	LOGIC - CO 2023	\$ -	\$ 8,645,892.03	
	TOTAL - ALL FUNDS	\$ 13,003,525.24	\$ 23,656,370.54	6

Fiscal Year Sales Tax Revenue Received

MONTH RECEIVED	2019-2020	2020-2021	2021-2022	2022-2023
OCT	142,235	138,040	157,493	180,530
NOV	122,415	176,091	213,510	230,739
DEC	149,000	138,215	167,667	169,037
JAN	132,144	142,770	195,423	203,137
FEB	175,232	204,822	222,525	228,165
MARCH	127,285	149,849	150,395	166,133
APRIL	121,607	119,118	138,407	175,456
MAY	168,693	210,823	222,804	210,071
JUNE	158,145	157,037	185,695	175,128
JULY	167,474	160,631	187,757	185,736
AUG	183,855	196,582	215,658	206,710
SEPT	141,151	158,558	172,552	
TOTAL	1,789,236	1,952,536	2,229,886	2,130,842



BUILDING & DEVELOPMENT

Item 1.

AUGUST 2023		FY 2022-2023
Permits Issued:		
Building	3	56
Roof	1	24
Fence, windows, siding, etc.	1	13
Sign	5	19
Mobile home	1	7
Certificate of Occupancy	0	7
Electrical	12	74
Plumbing	2	34
Gas line	3	36
Irrigation	1	1
HVAC	4	20
Moving	0	0
Demolition	0	0
Zone change/street closure	1	1
Variance	0	2
Prelim/final plat	0	0
Solicitor/vendor	1	2
Beer license	4	15
Gaming machine license	0	6
Food Mobile Unit	0	5
Fire alarm	0	0
Fire sprinkler	0	0

CODE ENFORCEMENT

Violations reported to Code Enforcement via email – 0

Violations reported to Code Enforcement via phone – 6

New violations cases opened – 11

Dangerous building – 606 E. Connell

High weeds – 606 E. Connell

Rubbish – 613 N. Panther

No water utility – 1308 W. 6th

High weeds – 1304 E. Lindsey

High weeds – Sunset Dr.

Rubbish – 111 W. 2nd

Junk vehicle – 1208 W. Hullum

High weeds – 607, 609, 611 N. Panther

High weeds – 608 N. Panther

High weeds – 600 block E. Walker

CODE ENFORCEMENT

Violations closed due to compliance – 4

1202 E. Elm – vehicle is gone

111 S. Miller – grass mowed

2019 W. Walker – mowing bill paid

606 E. Connell – grass mowed

CODE ENFORCEMENT

Cases sent to Municipal Court – 2

1308 W. 6th – no water utility

115 W. 5th – rubbish

Substandard houses to go to public hearing – 3

803 W. Hullum

1214 W. 4th

213 Pembroke

High weeds cases mowed by the city and bills sent to property owners

201 E. Valley – bill sent 8/9/23, due 9/9/23 not paid, lien placed on property

PARTNERSHIPS IN ACTION



115 S. Parks

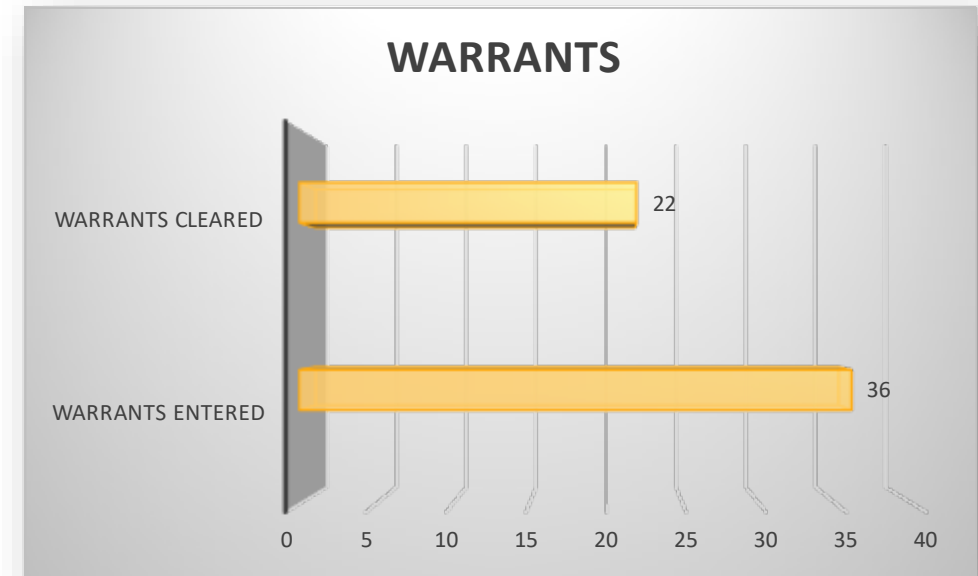
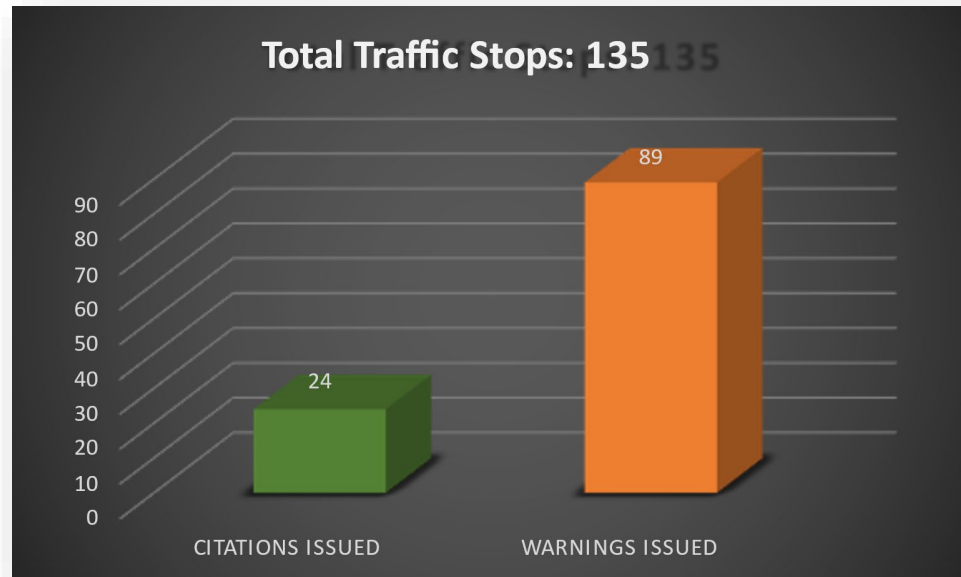
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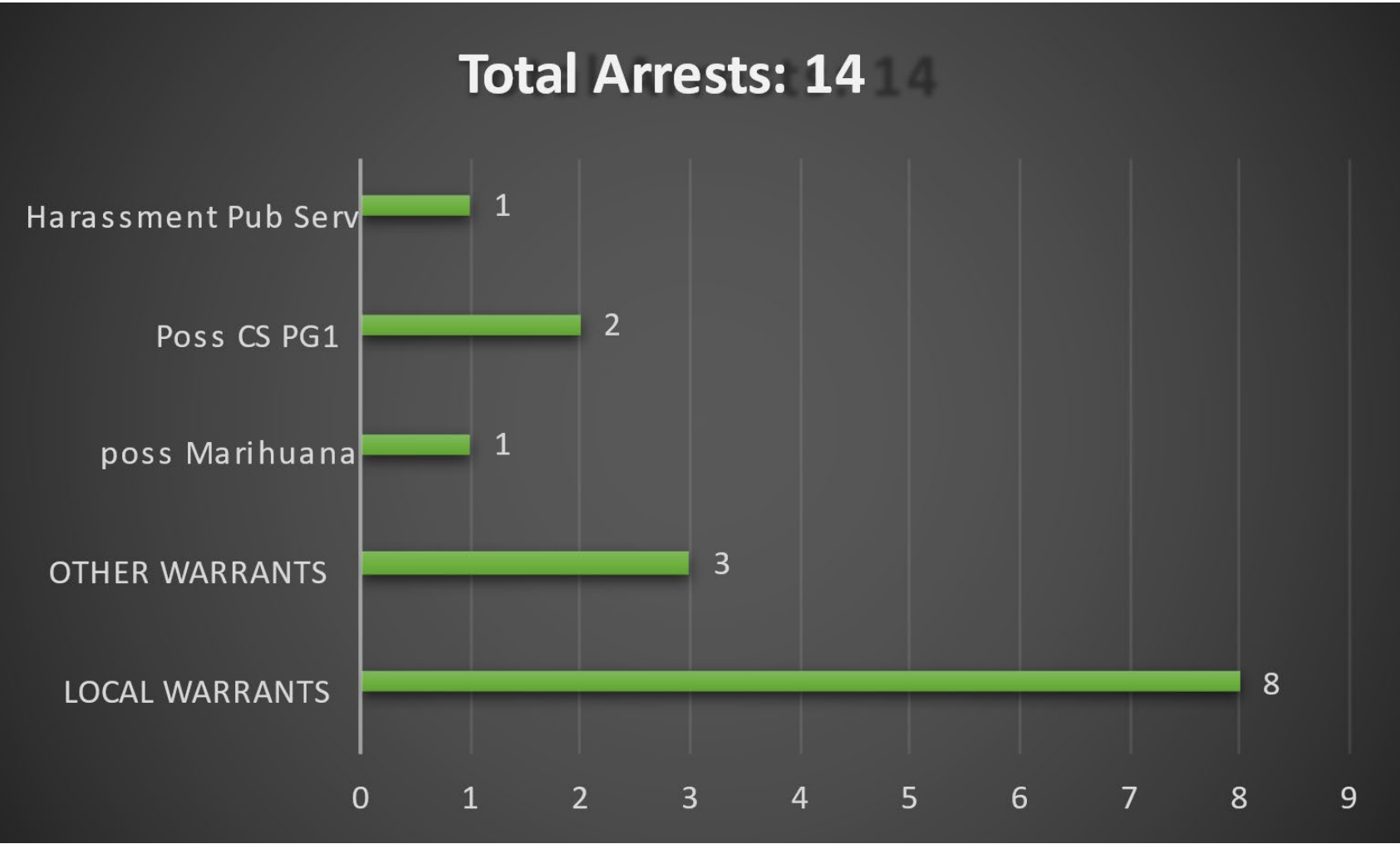


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ANIMAL CONTROL

TOTAL CALLS
FOR SERVICE
67

CALL TYPES	
Aggressive	1
Bite	1
Carcass	7
Injured / Sick	4
Returned To Owner <u>In</u> Field	8
Running At Large	31
Nuisance / Complaint	10
Welfare Check	8
Other	28

SHELTER INTAKE		
	City	County / H.S.
Stray / Running At Large	7	0
Seized By Law	0	0
Owner Surrender	2	0
Rabies Quarantine Observation	1	0
TOTAL	10	0

ANIMAL CONTROL

TOTAL CALLS
FOR SERVICE

67

LEFT THE SHELTER		
	City	County
Adopted From <u>The</u> Shelter	3	
Reclaimed By Owner	1	0
Returned To Owner After Quarantine	0	0
Transferred To Rescue Partner	1	
TOTAL	6	0
RABIES QUARANTINE OBSERVATION		
	City	County
Home Quarantine	0	
Shelter Quarantine	1	0
TOTAL	1	0

ANIMAL CONTROL

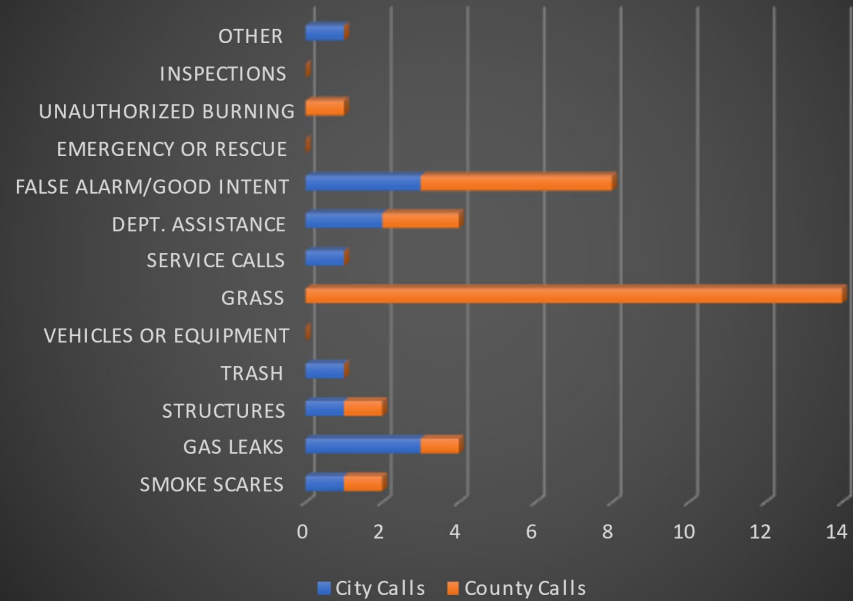
TOTAL CALLS
FOR SERVICE
67

HUMANE EUTHANASIA	Dogs	Cats	Other
Behavioral	4	0	0
Medical	0	0	0
Owner Surrender For Euthanasia	0	0	0
TOTAL	4	0	0

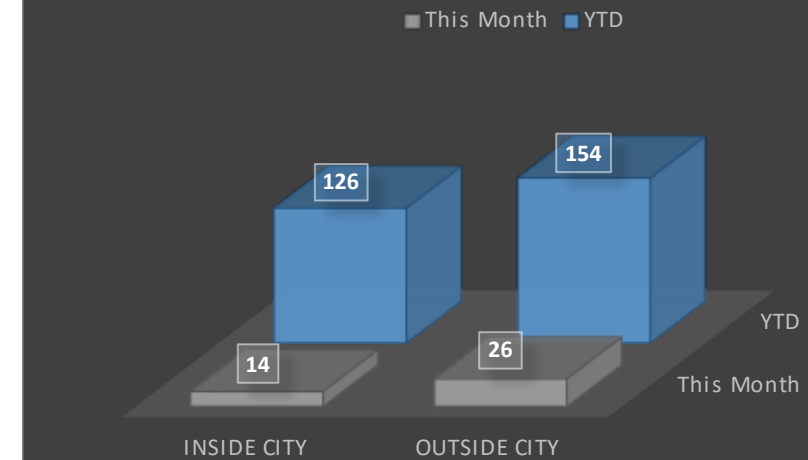
TOTAL IN THE SHELTER AT END OF THE WEEK	
City	7
County	0
Humane Society	0
City Quarantine	0
County Quarantine	0
TOTAL	7

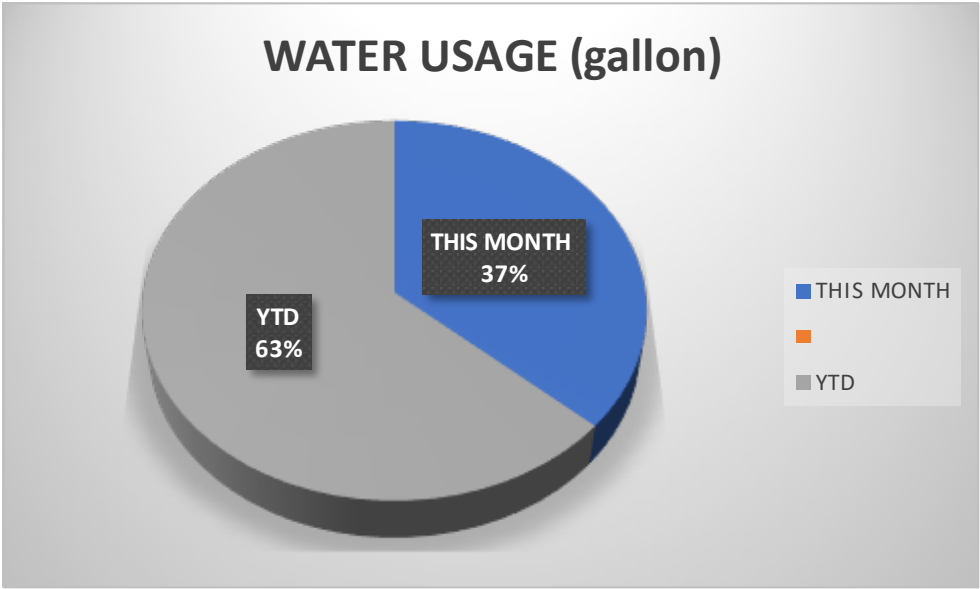
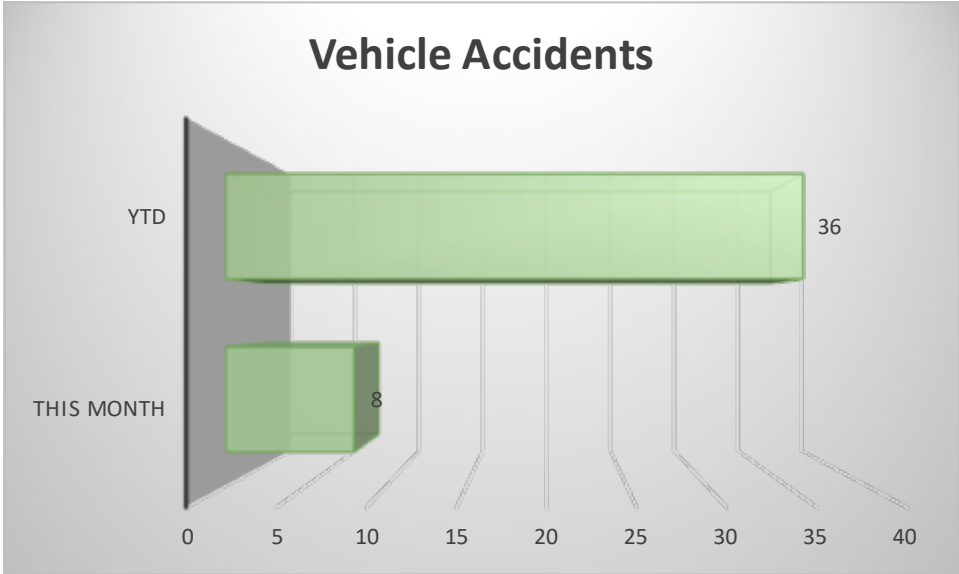


CALLS FOR SERVICE



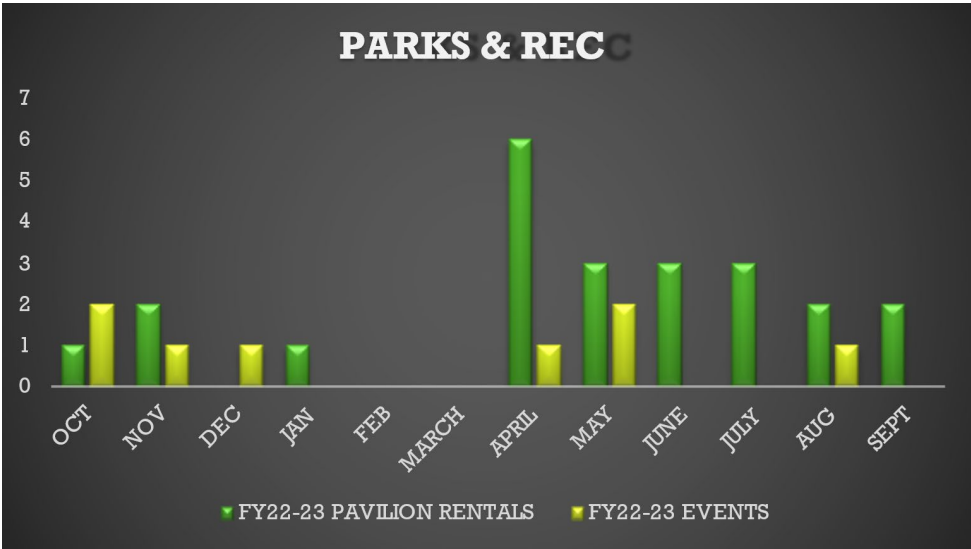
ALARMS ANSWERED



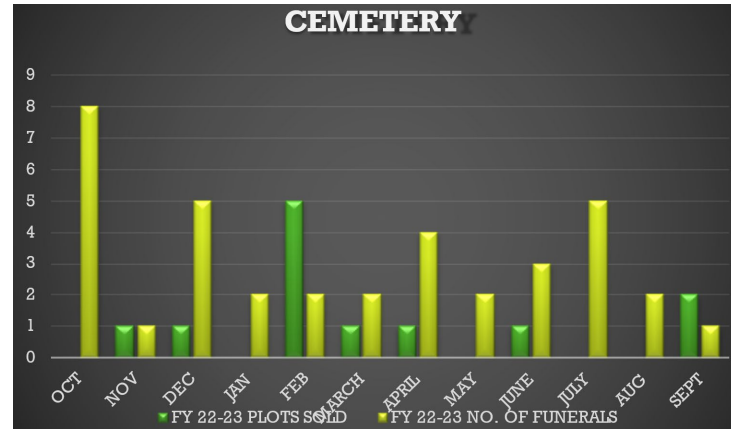


PARKS & CEMETERY





- Mowing and weed eating in all parks
- 2 pavilion rentals
- Have a position open in park
- Watering grass
- Helping Cemetery
- Several projects in the works over next few months
- Wesley still out on medical leave, have extended part time till November 1st
- New pool filter will be installed in October
- Will put pool cover on in October
- Pavilion and trade barn rentals every weekend in October



Cemetery September 2023

1 funerals

Sold 2 spaces 1200. each for 2400.00

Mowing and weed eating

Filling graves

Trimming trees

Watering Grass

Helping in park

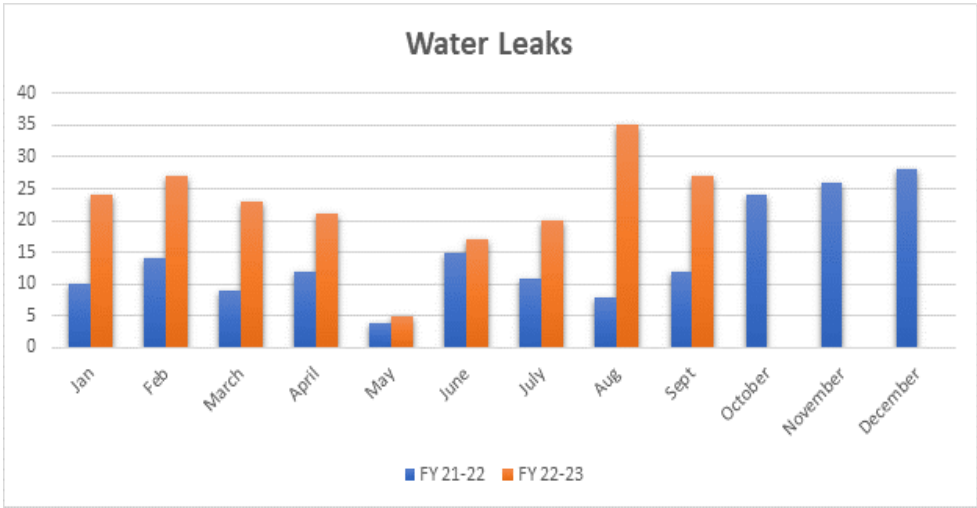
CEMETERY

PUBLIC WORKS

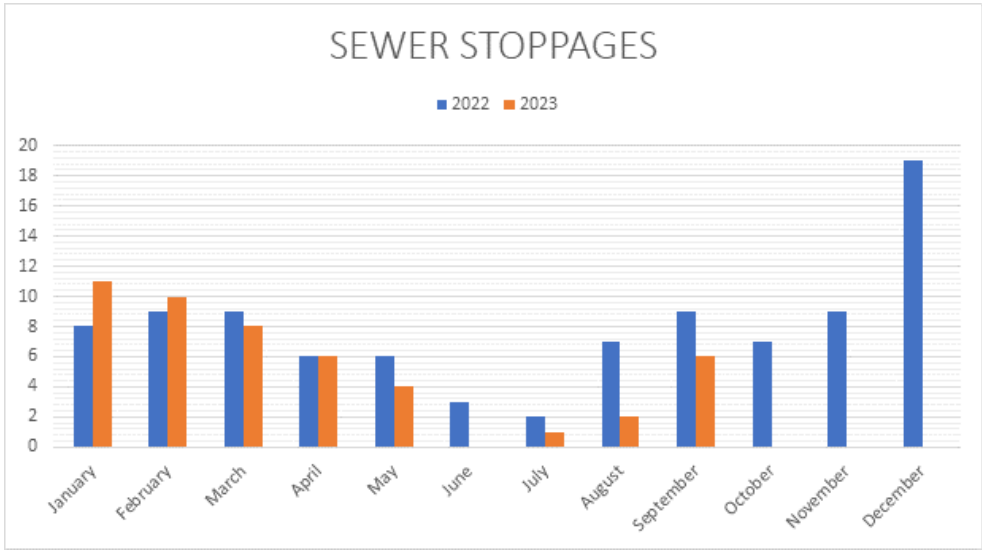


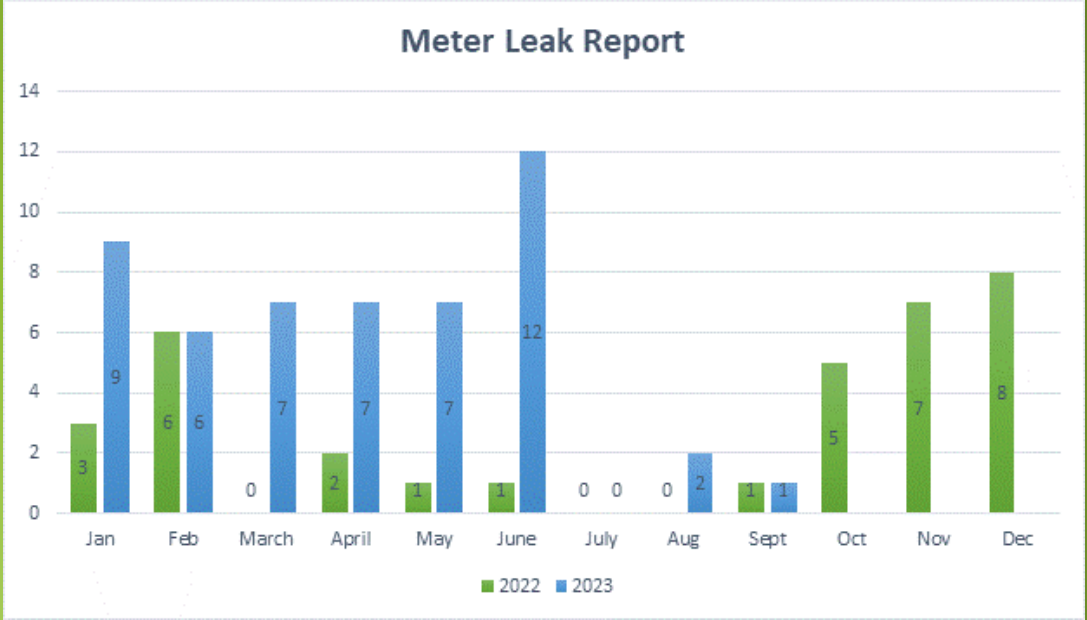
DEPARTMENT

Water Leaks



SEWER STOPPAGES







BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of the September 5, 2023, Regular Commission Meeting minutes as recorded.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

Meeting minutes for the Regular Commission meeting on September 5, 2023.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Move to approve as presented.

September 5, 2023

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

PRESENT

MAYOR
COMMISSIONER, PLACE 1
MAYOR PRO TEM, PLACE 2

BOB SIMS
BLAKE HAMILTON
ROB DURHAM

CITY MANAGER
CITY SECRETARY
FINANCE DIRECTOR
PUBLIC SERVICES DIRECTOR

CYNTHIA NORTHROP
JESSICA SUTTER
DIANE LATHAM
STACY HARRISON

NOT PRESENT

COMMISSIONER, PLACE 3
COMMISSIONER, PLACE 4

VINCE MOORE
GARY MERCER

CALL TO ORDER

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

Invocation led by Stacy Harrison

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.

No speakers.

STAFF REPORT

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

City Manager

- 1. Department Head Reports
 - BEDC Restoration of Murals
 - National Night Out October 3rd

Reschedule October Commission Meeting

Vehicle Auction update

Street improvement update

TABC Applications

2. Upcoming Events

September 9th 911 First Responders Benefit

September 9th Sips of Summer

September 21st Bulk Pick up

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

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

3. Receive update from Will Thompson with Stephens County Appraisal District.

No Action Taken

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 August 1, 2023, Regular Commission Meeting minutes as recorded.
5. Consider approval of the August 15, 2023, Special Commission Meeting minutes as recorded.
6. Consider approval of the August 29, 2023, Special Commission Meeting minutes as recorded.
7. Discussion and any necessary action on approving Resolution 23-22 confirming and accepting securities pledged for municipal funds while acting as City Depository.
8. Consider approval of Resolution 23-24 authorizing the conveyance of property known as 306 N. Veale and authorizing the mayor to execute necessary documents.

Commissioner Hamilton made a motion to approve Consent agenda items 4-8 as presented. Commissioner Durham seconded the motion. The motion passed unanimously.

PUBLIC HEARING ITEMS

9. Public Hearing on proposed FY 2023-2024 City of Breckenridge budget

No Speakers

ACTION ITEMS

10. Discussion and any necessary action on approving the Stephens County Appraisal District FY 2023-2024 Budget

Will Thompson from the Stephens County Appraisal District presented the SCAD FY Budget to commissioners during special presentation.

Commissioner Durham made a motion to approve the Stephens County Appraisal District FY 2023-2024 budget as presented. Commissioner Hamilton seconded the motion. The motion passed unanimously.

11. Discussion and any necessary action on approving the Bi-annual report of the Breckenridge Economic Development Corporation.

David Miller, Executive Director of the Breckenridge Economic Development Corporation, presented the Biannual report from May 1, 2022, through August 30, 2023.

Commissioner Hamilton made a motion to approve the biannual report of the Breckenridge Economic Development Corporation as presented. Commissioner Durham seconded the motion. The motion passed unanimously.

12. Discussion and any necessary action on approving the FY 2023-2024 Breckenridge Economic Development Corporation Budget

David Miller presented commissioners with the BEDC FY 2023-2024 Budget.

Commissioner Durham moved to approve the FY 2023-2024 Breckenridge Economic Development Corporation budget as presented. Commissioner Hamilton seconded the motion. The motion passed unanimously.

13. Discussion and any necessary action approving BEDC Contract renewal with the Breckenridge Chamber of Commerce

City Manager Cynthia Northrop stated that this is the annual renewal for the BEDC contract with the Breckenridge Chamber of Commerce to provide personnel funding for administrative assistance as well as personnel to manage the Convention and Visitors Bureau. The current contract ends September 30, 2023. The new contract period will begin October 1, 2023, and go through September 30, 2024.

Commissioner Hamilton made a motion to approve the BEDC contract renewal with the Breckenridge Chamber of Commerce as presented. Commissioner Durham seconded the motion. The motion passed unanimously.

14. Discussion and any necessary action on approving BEDC Board Director as Recommended by BEDC

Cynthia Northrop explained that the BEDC is recommending the re-appointment of Mike Griffith and the appointment of Sid Curry, who will replace Kevin Simmons, to a two-year term on the BEDC Board of Directors. The term will expire September 30, 2025.

Commissioner Durham moved to approve Resolution 23-23 appointing members to the BEDC Board of Directors as presented. Commissioner Hamilton seconded the motion. The motion passed unanimously.

15. Discussion and any necessary action on approving Ordinance 23-15 adopting a budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, in accordance with the Laws of the State of Texas, appropriating the various amounts thereof, and repealing all Ordinances in conflict therewith; and providing for an effective date.

City Manager Cynthia Northrop reviewed the proposed FY 2023-2024 budget with commissioners. The budget is available for review in the agenda packet or with the City Secretary Jessica Sutter.

Commissioner Durham made a motion to approve Ordinance No. 23-15 and to set and approve the Municipal budget for the 2023-2024 Fiscal Year. Commissioner Hamilton seconded the motion. City Secretary Jessica Sutter took a roll call vote. Mayor Sims Aye, Commissioner Hamilton Aye, Commissioner Durham, Aye, Commissioner Moore not present, Mayor Pro Tem Mercer not present. The motion passed 3-0.

16. Discuss and consider approval of Resolution 23-21 ratifying the tax revenue for the tax year 2023 (FY 2023-2024) for the City of Breckenridge.

City Manager Northrop reviewed the tax rate for the 2023 Tax year including a No New Revenue Rate of \$.91750, Voter approval Rate M&O of \$.84599, debt rate of \$.25510, Voter approval rate adjusted for sales tax of \$.97818 and a DeMinimis Rate of \$1.16224. By using the DeMinimis rate rules the proposed tax rate is \$1.05471.

Commissioner Hamilton made a motion to approve ratifying the property tax increase reflected in the adopted annual budget for Fiscal Year 2023-2024. Commissioner Durham Seconded the motion. City Secretary Jessica Sutter took a roll call vote. Mayor Sims Aye, Commissioner Hamilton Aye, Commissioner Durham, Aye, Commissioner Moore not present, Mayor Pro Tem Mercer not present. The motion passed 3-0.

17. Discuss and Consider Ordinance 23-13 Levying Ad Valorem Taxes for the Use and Support of the Municipal Government of the City of Breckenridge, Texas, and Providing for the Interest and Sinking Fund for the Fiscal Year 2023-2024; Directing the Collection Thereof;

and Providing for the Time of Paying the Ad Valorem Taxes Levied and Providing that Taxes become Delinquent If Not Paid.

Commissioner Durham moved to approve Ordinance 23-13 and that the property tax rate be increased by the adoption of a tax rate of \$1.05471 which is effectively a 3.40 percent increase in the tax rate. This would be a Debt Service of \$0.25510 and a maintenance and Operations rate of \$0.79961. Commissioner Hamilton seconded the motion. City Secretary Jessica Sutter took a roll call vote. Mayor Sims Aye, Commissioner Hamilton Aye, Commissioner Durham, Aye, Commissioner Moore not present, Mayor Pro Tem Mercer not present. The motion passed 3-0.

18. Discussion and any necessary action on approving Water Treatment Plant Project.

City Manager Cynthia Northrop stated that this project includes an operational change as well as a reduction in a WTP Full-time employee. It is a complement to our current SCADA system that provides remote notifications and access. It will allow the city to reduce one Full-time employee from five to four and allow us to operate more efficiently. The Full-time employee will be transferred to an open position in another public works department. The cost of the project is a one-time cost of \$48,325. The savings from the reduction of the Full-time employee is approximately \$52,000 and will provide ongoing savings in operations.

Commissioner Hamilton made a motion to approve the water treatment plan as presented and allow the City Manager to execute the documents. Commissioner Durham seconded the motion. The motion passed unanimously.

19. Discussion and any necessary action regarding approval of purchase and installation of new Playground equipment and Canopy for the Breckenridge City Park.

City Manager Northrop explained that one of the planned expenditures for the Certificates of Obligation were park improvements. One of these improvements is new playground equipment and canopy purchased through the Texas Buyboard from Playground Solutions of Texas. They will remove the existing playground equipment and pea gravel, and install new equipment, including canopy and new surface.

Commissioner Hamilton moved to approve the purchase and installation of new playground equipment and canopy for the Breckenridge City Park and allow the City Manager to execute the documents. Commissioner Durham seconded the motion. The motion passed unanimously.

20. Discussion and any necessary action on FM 3099 Utility Relocation Contract Change Order

Northrop addressed commissioners stating that the requested change order for the FM 3099 Utility Relocation Project will decrease the original contract price of \$521,775 by \$12,289 to \$509,466 and increase the time for completion by 30 days to September 19, 2023.

Commissioner Durham moved to approve FM 3099 Utility Relocation Contract change order and allow the City Manager to execute the documents. Commissioner Hamilton seconded the motion. The motion passed unanimously.

21. Discussion and any necessary action approving P&Z Recommendation to close the remaining portion of North Oakwood Avenue, lying between Blocks 44 and 45 of the Lakeview Addition of the City of Breckenridge, Texas.

City Manager Northrop stated that the P&Z Commission met on August 28, 2023, to consider the request made by the property owner of 1010 W. Elm who recently had his property surveyed and discovered a small section of the street that was not conveyed by the city in 1978. The property owner is requesting the city close and remaining portion of North Oakwood between blocks 44 and 45. P&Z voted to approve the recommendation.

Commissioner Hamilton moved to approve Ordinance 23-16 closing the remaining portion of North Oakwood Avenue, lying between blocks 44 and 45 of the Lakeview addition of the City of Breckenridge. Commissioner Durham seconded the motion. The motion passed unanimously.

22. Discussion and any necessary action on approving renewal agreement with New Source Broadband.

City Manager Cynthia Northrop stated that Commissioners approved an agreement with New Source Broadband LLC to lease space on water tower number one for the installation of a radio transmission antennae in 2020. The payment of \$400 per month was bartered in exchange for internet service provided at multiple city facilities. The agreement will expire on October 5, 2023. New Source Broadband LLC would like to renew the contract and will upgrade service modules to increase speeds at each location.

Commissioner Durham moved to approve a renewal agreement with New Source Broadband and authorize the City Manager to execute the documents. Commissioner Hamilton seconded the motion. The motion passed unanimously.

23. Discussion and any necessary action for approval of BISD Pep Rallies and Food Trucks on City Streets

The Breckenridge ISD is planning to hold pep rallies at Stephens County Courthouse on October 6, 13, and 27. They are looking to close Court Street North of Walker to Elm and Elm Street from Court to Rose and allow for food trucks during the event.

Commissioner Hamilton moved to approve allowing food trucks on City streets during BISD Pep Rallies. Commissioner Durham seconded the motion. The motion passed unanimously.

24. Discussion and any necessary action regarding Ordinance 23-14 amending FY 2022-2023 official budget adopted by Ordinance 22-14

City Manager Northrop stated that most of the adjustments do not raise the bottom-line budget but are adjusted between line items. However, there are a few that do, including

allocating funds from the ¼ cent tax fund dedicated to street improvements to cover the General Street Maintenance Contractor, Raydon, projects. The budget amendments are available in the agenda packet for review.

Commissioner Hamilton moved to approve Ordinance 23-14 amending FY 2023-2023 Official budget adopted by Ordinance 22-14 as presented. Commissioner Durham seconded the motion. The motion passed unanimously.

25. Discussion and any necessary action regarding approval of Ordinance 2023 – 11 updating Schedule of Fees (Second Reading)

Commissioner Durham moved to approve the second reading of Ordinance 2023-11 updating schedule of fees. Commissioner Hamilton seconded the motion. The motion passed unanimously.

EXECUTIVE SESSION

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

Consultation with Attorney

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

26. Facility Use Agreements/City Property

Real Property

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

27. 1.79 acre tract at 828 Industrial Loop, Breckenridge TX
28. YMCA

RECONVENE INTO OPEN SESSION

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

Mayor Sims reconvened into open session at 7:15 pm

Commissioner Durham made a motion to authorize the City Manager to negotiate and execute a Facility Use Agreement with New Destination Church and Stephens County Human Society. Commissioner Hamilton seconded the motion. The motion passed unanimously.

Commissioner Hamilton made a motion to authorize the City Manager to execute documents to convey 1.79 acre tract at 828 Industrial to the Breckenridge Economic Development Corporation. Commissioner Durham seconded the motion. The motion passed unanimously.

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.

There were no requests.

ADJOURN

There being no further business, the Mayor adjourned the regular session at 7:17 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of Resolution 23-25 approving an agreement with the State of Texas Department of Transportation for the temporary closure of State Highway 180 for the Breckenridge Christmas Parade coordinated by the Breckenridge Chamber of Commerce.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

The Chamber of Commerce hosts an annual Christmas Parade that includes US Highway 180 through the downtown area. This year the Christmas Parade will be held on Saturday, December 9th. As a part of the process for the parade, the City considers and approves the road closure for the Chamber to receive the necessary approval from TxDOT. The proposed resolution is to show the city's support for the Chamber's event.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Consider approval of Resolution 23-25 as presented.

Agreement No. _____

STATE OF TEXAS §

COUNTY OF §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Breckenridge, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including US HWY 180, in Stephens, County; and

WHEREAS, the local government has requested the temporary closure of US Hwy 180 & US Hwy 183 (Walker & Breckenridge Ave) for the purpose of 2023 Christmas Parade, from 6:00PM to 7:00PM as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 24th day of October 2023, the Breckenridge City Council passed Resolution / Ordinance No. 2023-25, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

Agreement No. _____

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

Agreement No. _____

that the local government and/or its contractors are encroaching upon the State right of way.
B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
<u>City of Breckenridge</u>	Texas Department of Transportation
<u>105 N. Rose Ave.</u>	<u>2495 US HIGHWAY 183 N.</u>
<u>Breckenridge, TX 76424</u>	<u>BROWNWOOD, TX 76802</u>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF BRECKENRIDGE

Executed on behalf of the local government by:

Agreement No. _____

By _____ Date _____
City Official

Typed or Printed Name and Title Bob Sims, Mayor

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Agreement No. _____

Exhibit A

**City of Breckenridge, Texas
Stephens County US Hwy 180**

Number of Lanes: 4

Date: December 9, 2023

Time: 6:00 PM

Estimated Attendance: 500-800

Equipment involved will include but not limited to the following:

- **Tractor and pickup-drawn floats with trailers**
- **Horse-drawn wagons**
- **Mounted horse-riding groups**
- **Marching bands**
- **Dance Groups**
- **New and Antique Automobiles**
- **Motorcycles**
- **Fire, Police, EMS Vehicles**
- **Buses**

Agreement No. _____

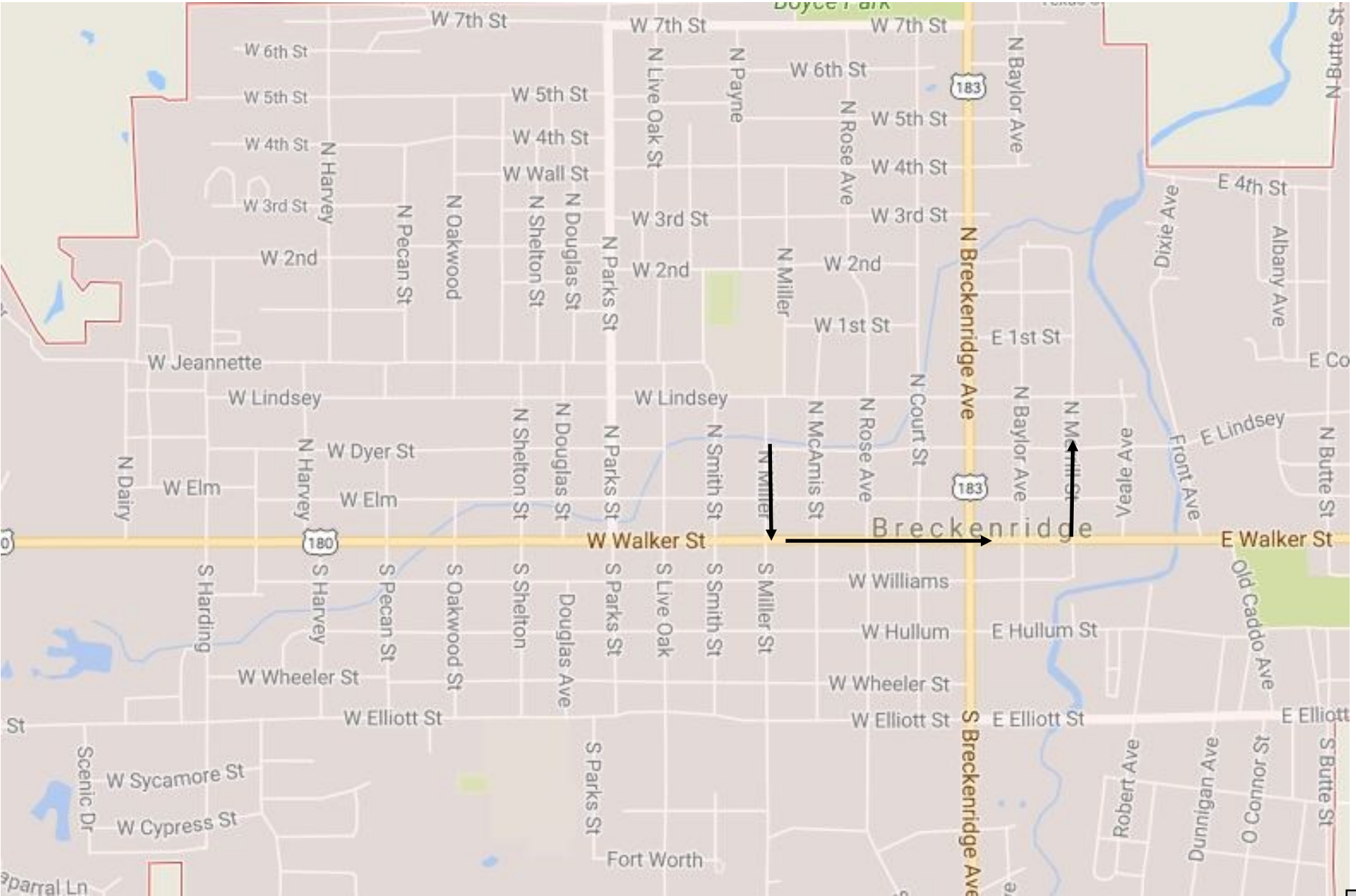
Exhibit B

SEE ATTACHED
Resolution 2023-25

Agreement No. _____

Exhibit C

2023 Breckenridge Christmas Parade



**CITY OF BRECKENRIDGE, TEXAS
RESOLUTION NO. 23-25**

A RESOLUTION BE THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF STATE HIGHWAY 180 FOR A PARADE ASSOCIATED WITH THE BRECKENRIDGE CHAMBER OF COMMERCE

WHEREAS, the City Commission of the City of Breckenridge is in cooperation with the State of Texas for the safety and convenience of the traveling public; and

WHEREAS, the City of Breckenridge requests the temporary closure of State Highway 180 and 183 on Wednesday, December 9th, 2023, for the Christmas Parade associated with the Breckenridge Chamber of Commerce; and

WHEREAS, the Christmas Parade will be located within the City of Breckenridge incorporated area, and the closure will be performed within the State's requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS: That at the regular meeting of the City Commission held on the 24th day of October 2023, this resolution was adopted in accordance with Chapter 43, Texas Administrative Code, Section 22.12 to comply with the rules and procedures established by said chapter and section.

This resolution is adopted so that the Christmas Parade may be conducted on Saturday, December 9th, 2023.

PASSED AND APPROVED THIS THE 24th DAY OF OCTOBER 2023.

APPROVED:

ATTEST:

Bob Sims, Mayor

Jessica Sutter, City Secretary



BRECKENRIDGE POLICE DEPARTMENT

October 11, 2023

To Whom It May Concern:

The Breckenridge Police Department and the Breckenridge Fire Department are in agreement with the attached Traffic Control Plan submitted by the Breckenridge Chamber of Commerce concerning the Christmas parade to be held on Saturday, December 9, 2023 in Breckenridge, Texas, Stephens County.

If anything further is required, please contact our department at (254) 559-2211 or by fax at (254) 559-7100.

Thank You,

A handwritten signature in black ink, appearing to read "Bacel Cantrell".

Bacel Cantrell,
Chief of Police
Breckenridge Police Department



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of Resolution 23-26 recognizing the week of November 6-10, 2023, as Municipal Court Week.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City of Breckenridge joins municipal courts, city councils, and communities throughout Texas in showing appreciation for the dedicated municipal judges, court clerks, court administrators, prosecutors, bailiffs, and warrant officers who comprise the Texas municipal courts during the week of November 6-10, 2023.

Municipal Court Week is a great time to not only recognize how much municipal courts do but to share with the public the important role that local courts and their personnel play in the criminal justice system and the larger community. It is noteworthy to highlight our partnership with Stephens County and our interlocal with them that provides for JP Steve Spoon to serve as our Municipal Court Judge.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Move to approve Resolution 23-26 recognizing the week of November 6 – 10, 2023 as Municipal Court Week.

RESOLUTION NO. 23-26**IN RECOGNITION OF MUNICIPAL COURT WEEK****November 6-10, 2023****A RESOLUTION RECOGNIZING THE IMPORTANCE OF MUNICIPAL COURTS, THE RULE OF LAW, AND THE FAIR AND IMPARTIAL ADMINISTRATION OF JUSTICE**

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

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

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRECKENRIDGE, TEXAS THAT THE WEEK OF NOVEMBER 6-10, 2023 IS HEREBY RECOGNIZED AS MUNICIPAL COURT WEEK IN RECOGNITION OF THE FAIR AND IMPARTIAL JUSTICE OFFERED TO OUR CITIZENS BY THE MUNICIPAL COURT OF BRECKENRDIGE

PASSED AND APPROVED ON THIS THE 24TH DAY OF OCTOBER 2023.

BOB SIMS, MAYOR

ATTEST:

JESSICA SUTTER, CITY SECRETARY



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

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

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

1. 308 S. Pecan
2. 806 S. Cutting
3. 601 N. Harvey
4. 1305 W. 1st
5. 205 W. 3rd
6. 802 S. Cutting
7. 714 S. Cutting
8. 1107 E. Williams
9. 803 W. Hulum
10. 1214 W. 4th
11. 213 Pembroke

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Accept comments from applicable parties



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

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

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City of Breckenridge has been taking a proactive approach in addressing substandard housing. Due to the continued change in leadership over the last few years, this is an issue that has not been addressed proactively. With leadership in place and in alignment with the Strategic Plan, we are again proactively pursuing compliance. City staff has made an initial determination that the following list of buildings are dangerous buildings and the property owners have been notified that the buildings must be repaired or demolished to come into compliance with the City's minimum standards contained in Section 5-5 of the City Code.

1. 308 S. Pecan-**Deemed Substandard** (No Response from owner)
2. 806 S. Cutting- **Deemed Substandard** (No Response from owner)
3. 601 N. Harvey- **Deemed Substandard** (No Response from owner)
4. 1305 W. 1st - **Deemed Substandard** (No Response from owner)
5. 205 W. 3rd - **Deemed Substandard** (No Response from owner)
6. 802 S. Cutting -**Deemed Substandard** (Have communicated with owner who would like to take care of the demo)
7. 714 S. Cutting - **Deemed Substandard** (Have communicated with owner who would like to take care of the demo)
8. 1107 E. Williams - **Deemed Substandard** (Owner has made contact may wish to have time to repair)
9. 803 W. Hullum - **Deemed Substandard** (No Response from owner)
10. 1214 W. 4th - **Deemed Substandard** (No Response from owner)

11. 213 Pembroke - **Deemed Substandard** (No Response from owner)

The property owners have not brought the buildings into compliance (see above for notes regarding responses from property owners, if received, and staff comments regarding issues specific to certain properties). The next step is for the City Commission to act on declaring the buildings to be dangerous buildings and to issue orders that the structures be repaired or demolished. In the cases where the property owner is willing to give the property to the City, the Commission would need to accept that conveyance and authorize the City Manager to sign a Release and Conveyance Agreement with the property owners.

FINANCIAL IMPACT:

If the property is deeded to the City, the cost is city crews demolishing and hauling to Monofil (we can only use Monofil for disposal of city-owned property).

If a building is declared to be a dangerous building and the owner does not repair or vacate within a certain time as ordered by the Commission, the City could go in and demolish the structures. In that case, the City could either contract the demolition out and pay disposal costs (total estimated cost \$20K) or city crews could demolish (estimated cost of disposal is \$10K). In both cases, the City would place a lien on the property to recover the costs of demolition/disposal.

STAFF RECOMMENDATION:

1. **308 S. Pecan**-Move to declare 308 S. Pecan a dangerous building and order that the owner demolish the building within 30 days.
2. **806 S. Cutting**- Move to declare 806 S. Cutting a dangerous building and order that the owner demolish the building within 30 days.
3. **601 N. Harvey**- Move to declare 601 N. Harvey a dangerous building and order that the owner demolish the building within 30 days.
4. **1305 W. 1st** - Move to declare 1305 W. 1st a dangerous building and order that the owner demolish the building within 30 days.
5. **205 W. 3rd**- Move to declare 205 W. 3rd a dangerous building and order that the owner demolish the building within 30 days.
6. **802 S. Cutting** - Move to declare 802 S. Cutting a dangerous building and order that the owner demolish the building within 30 days.
7. **714 S. Cutting** - Move to declare 714 S. Cutting a dangerous building and order that the owner demolish the building within 30 days.
8. **1107 E. Williams** - Move to declare 1107 E. Williams a dangerous building and order that the owner demolish the building within 30 days.

Or

1107 E. Williams- Move to declare the building located at 1107 E. Williams a dangerous building and order that the building be repaired within _____ days. If the building is not repaired within _____ days order that the building shall be demolished.

9. **803 W. Hullum** - Move to declare 803 W. Hullum a dangerous building and order that the owner demolish the building within 30 days.
10. **1214 W. 4th** - Move to declare 1214 W. 4th a dangerous building and order that the owner demolish the building within 30 days.
11. **213 Pembroke** - Move to declare 213 Pembroke a dangerous building and order that the owner demolish the building within 30 days.

Dangerous Building Violation Checklist

Address 308 S. Pecan

Date August 17, 2022

- ☒ Roof, ceiling, floors, walls, sills, windows or foundation or any combination thereof rotted or decayed and falling apart
- ☒ Uninhabitable due to obsolescence and/or deterioration caused by neglect, vandalism, fire damage, old age or the elements
- ☐ Unsanitary and/or damp condition and is likely to create disease because of the presence of insects, rodents or vermin
- ☐ Likely to become a fire menace or be set on fire
- ☒ Danger of falling and injuring persons or property
- ☐ Does not contain a minimum floor area of at least one hundred fifty (150) square feet of floor space for one occupant and one hundred (100) square feet of floor space for each additional occupant
- ☒ Contains holes, cracks or other defects in it, or does not have railings for stairs, steps, balconies, porches and elsewhere
- ☐ Is not weathertight and watertight or does not have a moisture-resistant finish or material for the flooring or subflooring of each bathroom, shower room and toilet room
- ☒ Does not have exterior windows and doors that are easily opened to provide air ventilation and are covered with screens for keeping out insects and each opening of the structure, or air conditioning equipment capable of maintaining a maximum inside temperature of 85 degrees Fahrenheit or twenty degrees lower than the outside temperature, which is warmer, between April 16 and October 31 of each year
- ☒ Does not have operating supply lines for electrical service, if electric service is available within three hundred feet of the building, or that does not have operating electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures
- ☐ Constitutes a danger to the public even though secured from entry or the means used to secure the building are inadequate to prevent unauthorized entry or use of the building
- ☐ Unoccupied buildings that are not secure from unauthorized entry
- ☐ Occupied buildings that do not have in operating condition a connection to discharge sewage from the structure or land into a public sewer system, a toilet connected to a water source and to a public sewer system, connection to portable water at adequate pressure and a kitchen sink, bathtub or shower, and lavatory connected to a cold and hot water source
- ☐ Occupied buildings that do not have in operating condition heating equipment capable of maintaining a minimum inside temperature of 68 degrees Fahrenheit between November 1 and April 15 of each year in each room

If a structure is not structurally unsound, an asbestos inspection and possible abatement of regulated asbestos containing materials (RACM) may be required before demolishing the structures.

Notes: Roof is falling in



City of Breckenridge

October 2, 2023

Donald R. Ball
PO Box 1270
Breckenridge, TX 76424

CERTIFIED MAIL-9589 0710 5270 0626 7791 65
RETURN RECEIPT REQUESTED

NOTICE OF HEARING REGARDING PROPERTY LOCATED AT 308 S. Pecan, Breckenridge, TX 76424

Dear Mr. Ball,

On August 17, 2022, you were notified that I made an initial determination that the building on property you own located at 308 S. Pecan – Hanks Addition, Block 7, Lot 5, is a dangerous building because it does not meet minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

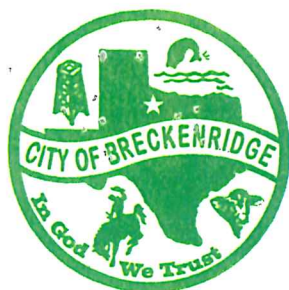
Because you failed to respond as requested or to abate the conditions on the property, the City Commission of the City of Breckenridge will conduct a **public hearing on October 17, 2023 at 5:30 PM at 105 North Rose Avenue, Breckenridge, Texas** to make a final determination regarding whether or not the building on the property is dangerous and must be secured or vacated; whether occupants must be relocated; and whether the building must be demolished or removed from the property and, upon any such determination, may issue an order for remedy of the conditions on the property based on its findings.

Any and all persons interested in the above-referenced item may appear at such hearing, be heard, and present evidence in reference to the condition of the building. **At this hearing, you will have the burden of proving that the building is not dangerous. If, at this hearing, you will allege that the building can be repaired to meet the minimum standards, you are required to submit proof of the scope of work that may be required to bring the building into compliance with the minimum standards and the amount of time it will take to reasonably perform the work.**

If you have any questions, please contact me at 254-559-8287 during regular business hours.

Sincerely,

Malcolm Bufkin
Code Enforcement Official
City of Breckenridge



City of Breckenridge

August 17, 2022

Donald R. Ball
PO Box 1270
Breckenridge, TX 76424

CERTIFIED MAIL – 7018 3090 0002 1075 4184
RETURN RECEIPT REQUESTED

Re: Real property located at **308 S. Pecan**, Breckenridge, Texas

Dear Citizen,

Pursuant to Section 5-8(c) of the Breckenridge Code of Ordinances, you are hereby given notice that I have made an initial determination that a/the building(s) located on property you own or have an interest in at **308 S. Pecan – Hanks Addition, Block 7, Lot 5**, is/are a dangerous building(s) because it/they do/does not meet the minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

The building(s) do/does not meet the minimum standards contained in Section 5-5 of the Breckenridge Code of Ordinances for the following reasons:

- Section 5-5(1)(a): The building does not meet the minimum standards because it has rotted or decayed roof, ceiling, floors, walls, sills windows, foundation or any combination thereof. It is uninhabitable due to obsolescence and/or deterioration caused by neglect.
- Section 5-5(1)(b): The building is in danger of falling and injuring persons or property.
- Section 5-5(1)(d): The building is in unsanitary condition and likely to create disease because of the presence of insects, rodents or vermin.
- Section 5-5(1)(g): The building has holes, cracks or other defects in it, thereby constituting a danger to persons or property.
- Section 5-5(1)(k): The building does not have exterior windows that are easily opened to provide air ventilation should it be intended for human occupancy.

You are, hereby, notified that the building(s) described above is/are a dangerous building and that you must vacate and/or repair, demolish, or remove the building for the health, safety and welfare of the community, immediately. The City will appreciate your prompt cooperation in addressing this matter.

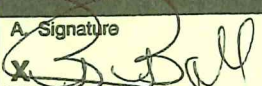
If you do not reply or take action within 15 days of the date of this letter, I will request a public hearing before the City Commission for a final determination that building(s) is/are a dangerous building(s). If the City Commission makes a final determination that the building(s) is/are a dangerous building(s), the City Commission may enter an order requiring that you perform specified actions within a certain time frame.

If you have any questions, you may call me at 254-559-8287.

Sincerely,

A handwritten signature in cursive script, reading "Malcolm Bufkin".

Malcolm Bufkin
Code Enforcement Official
City of Breckenridge

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3:</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Donald R. Ball P.O. Box 1270 Breckenridge, CO 76424</p>		<p>B. Received by (Printed Name) B. Ball</p> <p>C. Date of Delivery 8-19-22</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7018 3090 0002 1075 4184</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

9590 9402 7063 1225 6434 50

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL RECEIPT

Certified Mail Fee \$ 4.35

Extra Services & Fees (check box, add fees as appropriate)

☒ Return Receipt (hardcopy) \$ 3.25

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$.57

Total Postage and Fees \$ 7.82

Sent To Donald R. Ball

Street and Apt. No., or PO Box P.O. Box 1270

City, State, ZIP+4® Breckenridge CO 76424

Postmark AUG 17 2022

USPS - 76424

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



308 S. Pecan

Dangerous Building Violation Checklist

Address 806 S. Cutting

Date May 4, 2023

- ☒ Roof, ceiling, floors, walls, sills, windows or foundation or any combination thereof rotted or decayed and falling apart
- ☒ Uninhabitable due to obsolescence and/or deterioration caused by neglect, vandalism, fire damage, old age or the elements
- ☐ Unsanitary and/or damp condition and is likely to create disease because of the presence of insects, rodents or vermin
- ☒ Likely to become a fire menace or be set on fire
- ☐ Danger of falling and injuring persons or property
- ☐ Does not contain a minimum floor area of at least one hundred fifty (150) square feet of floor space for one occupant and one hundred (100) square feet of floor space for each additional occupant
- ☒ Contains holes, cracks or other defects in it, or does not have railings for stairs, steps, balconies, porches and elsewhere
- ☐ Is not weathertight and watertight or does not have a moisture-resistant finish or material for the flooring or subflooring of each bathroom, shower room and toilet room
- ☐ Does not have exterior windows and doors that are easily opened to provide air ventilation and are covered with screens for keeping out insects and each opening of the structure, or air conditioning equipment capable of maintaining a maximum inside temperature of 85 degrees Fahrenheit or twenty degrees lower than the outside temperature, which is warmer, between April 16 and October 31 of each year
- ☒ Does not have operating supply lines for electrical service, if electric service is available within three hundred feet of the building, or that does not have operating electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures
- ☒ Constitutes a danger to the public even though secured from entry or the means used to secure the building are inadequate to prevent unauthorized entry or use of the building
- ☐ Unoccupied buildings that are not secure from unauthorized entry
- ☐ Occupied buildings that do not have in operating condition a connection to discharge sewage from the structure or land into a public sewer system, a toilet connected to a water source and to a public sewer system, connection to portable water at adequate pressure and a kitchen sink, bathtub or shower, and lavatory connected to a cold and hot water source
- ☐ Occupied buildings that do not have in operating condition heating equipment capable of maintaining a minimum inside temperature of 68 degrees Fahrenheit between November 1 and April 15 of each year in each room

If a structure is not structurally unsound, an asbestos inspection and possible abatement of regulated asbestos containing materials (RACM) may be required before demolishing the structures.

Notes: dilapidated, unsecure



City of Breckenridge

October 2, 2023

Billy Shane & Jeannie Gann
800 Westridge Circle
Breckenridge, TX 76424

CERTIFIED MAIL-9589 0710 5270 0626 7791 72
RETURN RECEIPT REQUESTED

NOTICE OF HEARING REGARDING PROPERTY LOCATED AT 806 S. Cutting, Breckenridge, TX 76424

Dear Mr. & Mrs. Gann,

On May 4, 2023, you were notified that I made an initial determination that the building on property you own located at 806 S. Cutting – Stoker Addition, Block 7, Lot S/57 of 6 & 44.6 of 7 & 8, is a dangerous building because it does not meet minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

Because you failed to respond as requested or to abate the conditions on the property, the City Commission of the City of Breckenridge will conduct a **public hearing on October 17, 2023 at 5:30 PM at 105 North Rose Avenue, Breckenridge, Texas** to make a final determination regarding whether or not the building on the property is dangerous and must be secured or vacated; whether occupants must be relocated; and whether the building must be demolished or removed from the property and, upon any such determination, may issue an order for remedy of the conditions on the property based on its findings.

Any and all persons interested in the above-referenced item may appear at such hearing, be heard, and present evidence in reference to the condition of the building. **At this hearing, you will have the burden of proving that the building is not dangerous. If, at this hearing, you will allege that the building can be repaired to meet the minimum standards, you are required to submit proof of the scope of work that may be required to bring the building into compliance with the minimum standards and the amount of time it will take to reasonably perform the work.**

If you have any questions, please contact me at 254-559-8287 during regular business hours.

Sincerely,

Malcolm Bufkin
Code Enforcement Official
City of Breckenridge



City of Breckenridge

May 4, 2023

Billy Shane & Jeannie Gann
800 Westridge Circle
Breckenridge, TX 76424

CERTIFIED MAIL – 7018 3090 0002 1075 4719
RETURN RECEIPT REQUESTED

Re: Real property located at **806 S. Cutting**, Breckenridge, Texas

Dear Citizen,

Pursuant to Section 5-8(c) of the Breckenridge Code of Ordinances, you are hereby given notice that I have made an initial determination that the building located on property you own or have an interest in at **806 S. Cutting – Stoker Addition, Block 7, Lot S/57 of 6 & 44.6 of 7 & 8**, is a dangerous building because it does not meet the minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

The building does not meet the minimum standards contained in Section 5-5 of the Breckenridge Code of Ordinances for the following reasons:

- Section 5-5(1)(a): The building does not meet the minimum standards because it has rotted or decayed roof, ceiling, floors, walls, sills, windows, foundation, or any combination thereof. It is uninhabitable due to obsolescence and/or deterioration caused by neglect.
- Section 5-5(1)(c): The building is a fire menace because it is in a dilapidated condition.
- Section 5-5(1)(d): The building is in unsanitary condition and likely to create disease because of the presence of insects, rodents, or vermin.
- Section 5-5(1)(g): The building has holes, cracks, or other defects in it, thereby constituting a danger to persons or property.
- Section 5-5(2): The building is not occupied by its owners, lessees or other invitees and is not secure from unauthorized entry so that it could be entered or used by uninvited persons or children regardless of its structural condition.

You are, hereby, notified that the building described above is a dangerous building and that you must vacate and/or repair, demolish, or remove the building for the health, safety, and welfare of the community, immediately. The city will appreciate your prompt cooperation in addressing this matter.

If you do not reply or take action within 15 days of the date of this letter, I will request a public hearing before the City Commission for a final determination that building is a dangerous building. If the City Commission makes a final determination that the building is a dangerous building, the City Commission may enter an order requiring that you perform specified actions within a certain time frame.

If you have any questions, you may call me at 254-559-8287.

Sincerely,

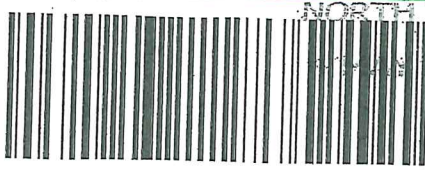
A handwritten signature in cursive script, appearing to read "Malcolm Bufkin".

Malcolm Bufkin
Code Enforcement Official
City of Breckenridge



City of Bre
105 N. RO
BRECKENRIDG

CERTIFIED MAIL®

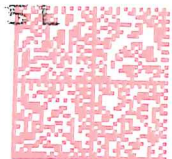


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7018 3090 0002 1075 4719

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May 4, 2023

Billy Shane & Jeannie Gann
800 Westridge Circle
Breckenridge, TX 76424

7018 3090 0002 1075 4719
76424-250200

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RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
MANUAL PROC REQ *2534-03927-04-47

RETURNED TO SENDER
UNCLAIMED

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OFFICIAL USE

7018 3090 0002 1075 4719

Certified Mail Fee	\$ 4.15
Extra Services & Fees (check box, add fee as appropriate)	\$ 5.34
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$.84
Total Postage and Fees	\$ 5.34

Sent To: Billy Shane & Jeannie Gann
Street and Apt. No., or PO Box No.: 800 Westridge Circle
City, State, ZIP+4®: Breckenridge TX 76424

Postmark Here: MAY 04 2023

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



806 S. Cutting

Dangerous Building Violation Checklist

Address 601 N. Harvey

Date March 16, 2023

- ☐ Roof, ceiling, floors, walls, sills, windows or foundation or any combination thereof rotted or decayed and falling apart
- ☒ Uninhabitable due to obsolescence and/or deterioration caused by neglect, vandalism, fire damage, old age or the elements
- ☐ Unsanitary and/or damp condition and is likely to create disease because of the presence of insects, rodents or vermin
- ☐ Likely to become a fire menace or be set on fire
- ☐ Danger of falling and injuring persons or property
- ☐ Does not contain a minimum floor area of at least one hundred fifty (150) square feet of floor space for one occupant and one hundred (100) square feet of floor space for each additional occupant
- ☒ Contains holes, cracks or other defects in it, or does not have railings for stairs, steps, balconies, porches and elsewhere
- ☐ Is not weathertight and watertight or does not have a moisture-resistant finish or material for the flooring or subflooring of each bathroom, shower room and toilet room
- ☐ Does not have exterior windows and doors that are easily opened to provide air ventilation and are covered with screens for keeping out insects and each opening of the structure, or air conditioning equipment capable of maintaining a maximum inside temperature of 85 degrees Fahrenheit or twenty degrees lower than the outside temperature, which is warmer, between April 16 and October 31 of each year
- ☒ Does not have operating supply lines for electrical service, if electric service is available within three hundred feet of the building, or that does not have operating electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures
- ☒ Constitutes a danger to the public even though secured from entry or the means used to secure the building are inadequate to prevent unauthorized entry or use of the building
- ☐ Unoccupied buildings that are not secure from unauthorized entry
- ☐ Occupied buildings that do not have in operating condition a connection to discharge sewage from the structure or land into a public sewer system, a toilet connected to a water source and to a public sewer system, connection to portable water at adequate pressure and a kitchen sink, bathtub or shower, and lavatory connected to a cold and hot water source
- ☐ Occupied buildings that do not have in operating condition heating equipment capable of maintaining a minimum inside temperature of 68 degrees Fahrenheit between November 1 and April 15 of each year in each room

If a structure is not structurally unsound, an asbestos inspection and possible abatement of regulated asbestos containing materials (RACM) may be required before demolishing the structures.

Notes: back end is falling off
not secure



City of Breckenridge

October 2, 2023

Billy Shane & Jeannie Gann
800 Westridge Circle
Breckenridge, TX 76424

CERTIFIED MAIL-9589 0710 5270 0626 7791 89
RETURN RECEIPT REQUESTED

NOTICE OF HEARING REGARDING PROPERTY LOCATED AT 601 N. Harvey, Breckenridge, TX 76424

Dear Mr. & Mrs. Gann,

On March 16, 2023, you were notified that I made an initial determination that the building on property you own located at 601 N. Harvey – Mountain Heights Addition, Block 15, Lot 1, E/40 of 2, is a dangerous building because it does not meet minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

Because you failed to respond as requested or to abate the conditions on the property, the City Commission of the City of Breckenridge will conduct a **public hearing on October 17, 2023 at 5:30 PM at 105 North Rose Avenue, Breckenridge, Texas** to make a final determination regarding whether or not the building on the property is dangerous and must be secured or vacated; whether occupants must be relocated; and whether the building must be demolished or removed from the property and, upon any such determination, may issue an order for remedy of the conditions on the property based on its findings.

Any and all persons interested in the above-referenced item may appear at such hearing, be heard, and present evidence in reference to the condition of the building. **At this hearing, you will have the burden of proving that the building is not dangerous. If, at this hearing, you will allege that the building can be repaired to meet the minimum standards, you are required to submit proof of the scope of work that may be required to bring the building into compliance with the minimum standards and the amount of time it will take to reasonably perform the work.**

If you have any questions, please contact me at 254-559-8287 during regular business hours.

Sincerely,

Malcolm Bufkin
Code Enforcement Official
City of Breckenridge



City of Breckenridge

March 16, 2023

Billy Shane & Jeannie Gann
800 Westridge Circle
Breckenridge, TX 76424

CERTIFIED MAIL – 7018 3090 0002 1075 4665
RETURN RECEIPT REQUESTED

Re: Real property located at **601 N. Harvey**, Breckenridge, Texas

Dear Citizen,

Pursuant to Section 5-8(c) of the Breckenridge Code of Ordinances, you are hereby given notice that I have made an initial determination that the building located on property you own or have an interest in at **601 N. Harvey – Mountain Heights Addition, Block 15, Lot 1, E/40 of 2**, is a dangerous building because it does not meet the minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

The building does not meet the minimum standards contained in Section 5-5 of the Breckenridge Code of Ordinances for the following reasons:

- Section 5-5(1)(a): The building does not meet the minimum standards because it has rotted or decayed roof, ceiling, floors, walls, sills, windows, foundation, or any combination thereof. It is uninhabitable due to obsolescence and/or deterioration caused by neglect.
- Section 5-5(1)(g): The building has holes, cracks, or other defects in it, thereby constituting a danger to persons or property.

You are, hereby, notified that the building described above is a dangerous building and that you must vacate and/or repair, demolish, or remove the building for the health, safety, and welfare of the community, immediately. The city will appreciate your prompt cooperation in addressing this matter.

If you do not reply or take action within 15 days of the date of this letter, I will request a public hearing before the City Commission for a final determination that building is a dangerous building. If the City Commission makes a final determination that the building is a dangerous building, the City Commission may enter an order requiring that you perform specified actions within a certain time frame.

If you have any questions, you may call me at 254-559-8287.

Sincerely,

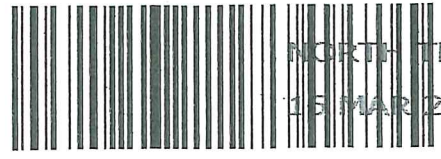
A handwritten signature in cursive script, appearing to read "Malcolm Bufkin".

Malcolm Bufkin
Code Enforcement Official
City of Breckenridge



City of Breckenridge
105 N. RO
BRECKENRIDGE

CERTIFIED MAIL



7018 3090 0002 1075 4665

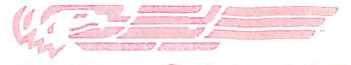
NORTH TEXAS TX 750

15 MAR 2023 PM 2 L

FIRST-CLASS



US POSTAGE IMIPITNEY BOWES



ZIP 76424 \$ 008.10⁰⁰
02 7H
0006099463 MAR 16 2023

rch 16, 2023

ly Shane & Jeannie Gann
Westridge Circle
Breckenridge, TX 76424

JH
3-18
3-18
4-2



76424-253200



UNCLAIMED

7018 3090 0002 1075 4665

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL RECEIPT

Certified Mail Fee \$ 7.15

Extra Services & Fees (check box, add fees as appropriate)

<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$ <u>0.35</u>
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$ 1.00

Total Postage and Fees \$ 8.10

Sent To Shane & Jeannie Gann

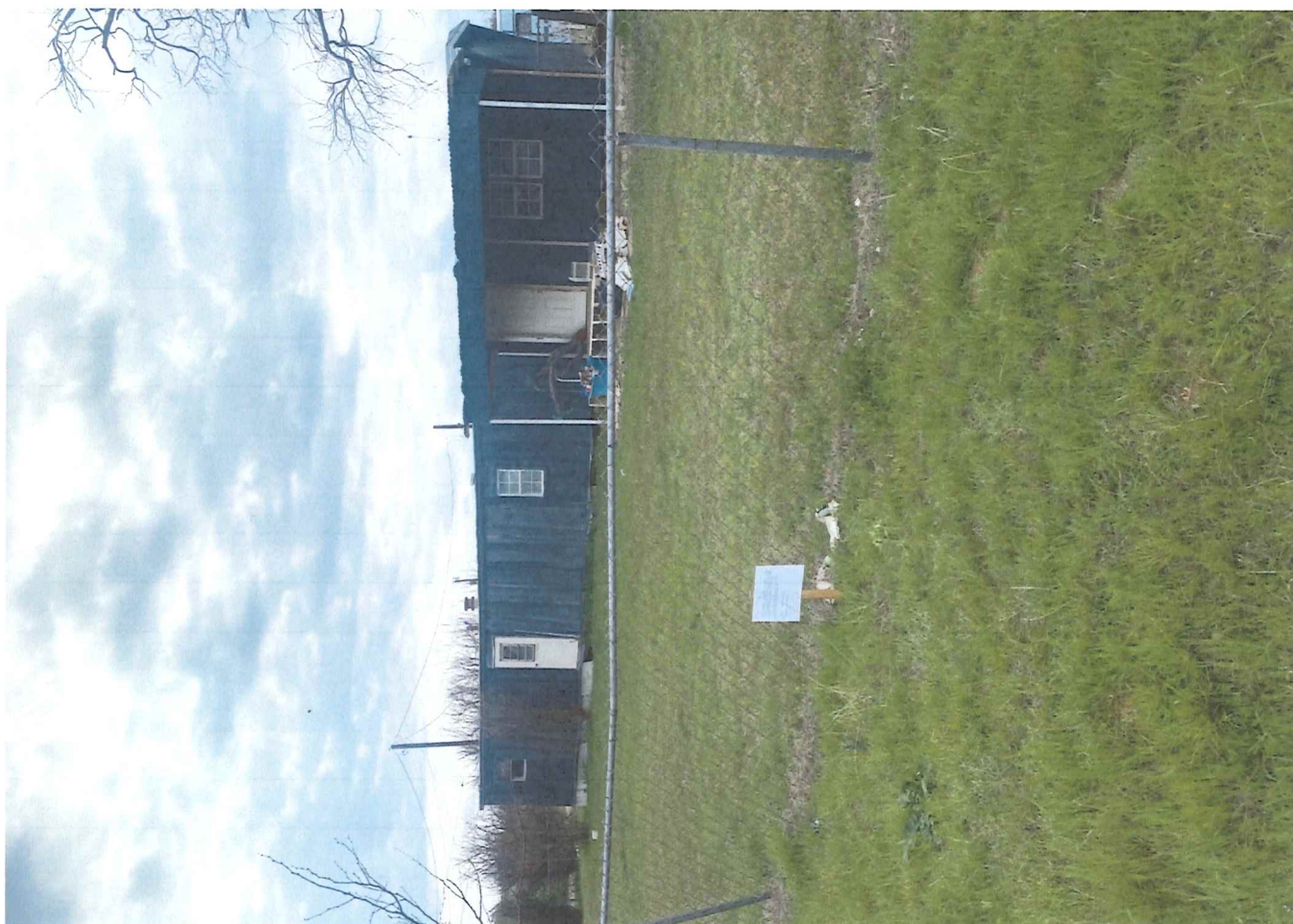
Street and Apt. No., or PO Box No. 800 Westridge Circle

City, State, ZIP+4® Breckenridge TX 76424

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

BRECKENRIDGE TX
MAR 16 2023
Postmark

601 N. Harvey



Dangerous Building Violation Checklist

Address 1305 W. 1st

Date March 16, 2023

- ☒ Roof, ceiling, floors, walls, sills, windows or foundation or any combination thereof rotted or decayed and falling apart
- ☒ Uninhabitable due to obsolescence and/or deterioration caused by neglect, vandalism, fire damage, old age or the elements
- ☒ Unsanitary and/or damp condition and is likely to create disease because of the presence of insects, rodents or vermin
- ☐ Likely to become a fire menace or be set on fire
- ☐ Danger of falling and injuring persons or property
- ☐ Does not contain a minimum floor area of at least one hundred fifty (150) square feet of floor space for one occupant and one hundred (100) square feet of floor space for each additional occupant
- ☒ Contains holes, cracks or other defects in it, or does not have railings for stairs, steps, balconies, porches and elsewhere
- ☐ Is not weathertight and watertight or does not have a moisture-resistant finish or material for the flooring or subflooring of each bathroom, shower room and toilet room
- ☒ Does not have exterior windows and doors that are easily opened to provide air ventilation and are covered with screens for keeping out insects and each opening of the structure, or air conditioning equipment capable of maintaining a maximum inside temperature of 85 degrees Fahrenheit or twenty degrees lower than the outside temperature, which is warmer, between April 16 and October 31 of each year
- ☒ Does not have operating supply lines for electrical service, if electric service is available within three hundred feet of the building, or that does not have operating electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures
- ☒ Constitutes a danger to the public even though secured from entry or the means used to secure the building are inadequate to prevent unauthorized entry or use of the building
- ☐ Unoccupied buildings that are not secure from unauthorized entry
- ☐ Occupied buildings that do not have in operating condition a connection to discharge sewage from the structure or land into a public sewer system, a toilet connected to a water source and to a public sewer system, connection to portable water at adequate pressure and a kitchen sink, bathtub or shower, and lavatory connected to a cold and hot water source
- ☐ Occupied buildings that do not have in operating condition heating equipment capable of maintaining a minimum inside temperature of 68 degrees Fahrenheit between November 1 and April 15 of each year in each room

If a structure is not structurally unsound, an asbestos inspection and possible abatement of regulated asbestos containing materials (RACM) may be required before demolishing the structures.

Notes: burst windows



City of Breckenridge

October 2, 2023

Billy Shane & Jeannie Gann
800 Westridge Circle
Breckenridge, TX 76424

CERTIFIED MAIL-9589 0710 5270 0626 7791 96
RETURN RECEIPT REQUESTED

NOTICE OF HEARING REGARDING PROPERTY LOCATED AT 1305 W. 1st, Breckenridge, TX 76424

Dear Mr. & Mrs. Gann,

On March 16, 2023, you were notified that I made an initial determination that the building on property you own located at 1305 W. 1st – Mountain Heights Addition, Block 16, Lot 18, is a dangerous building because it does not meet minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

Because you failed to respond as requested or to abate the conditions on the property, the City Commission of the City of Breckenridge will conduct **a public hearing on October 17, 2023 at 5:30 PM at 105 North Rose Avenue, Breckenridge, Texas** to make a final determination regarding whether or not the building on the property is dangerous and must be secured or vacated; whether occupants must be relocated; and whether the building must be demolished or removed from the property and, upon any such determination, may issue an order for remedy of the conditions on the property based on its findings.

Any and all persons interested in the above-referenced item may appear at such hearing, be heard, and present evidence in reference to the condition of the building. **At this hearing, you will have the burden of proving that the building is not dangerous. If, at this hearing, you will allege that the building can be repaired to meet the minimum standards, you are required to submit proof of the scope of work that may be required to bring the building into compliance with the minimum standards and the amount of time it will take to reasonably perform the work.**

If you have any questions, please contact me at 254-559-8287 during regular business hours.

Sincerely,

Malcolm Bufkin
Code Enforcement Official
City of Breckenridge



City of Breckenridge

March 16, 2023

Billy Shane & Jeannie Gann
800 Westridge Circle
Breckenridge, TX 76424

CERTIFIED MAIL – 7018 3090 0002 1075 4634
RETURN RECEIPT REQUESTED

Re: Real property located at **1305 W. 1st**, Breckenridge, Texas

Dear Citizen,

Pursuant to Section 5-8(c) of the Breckenridge Code of Ordinances, you are hereby given notice that I have made an initial determination that the building located on property you own or have an interest in at **1305 W. 1st – Mountain Heights Addition, Block 16, Lot 18**, is a dangerous building because it does not meet the minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

The building does not meet the minimum standards contained in Section 5-5 of the Breckenridge Code of Ordinances for the following reasons:

- Section 5-5(1)(a): The building does not meet the minimum standards because it has rotted or decayed roof, ceiling, floors, walls, sills, windows, foundation, or any combination thereof. It is uninhabitable due to obsolescence and/or deterioration caused by neglect.
- Section 5-5(1)(g): The building has holes, cracks, or other defects in it, thereby constituting a danger to persons or property.

You are, hereby, notified that the building described above is a dangerous building and that you must vacate and/or repair, demolish, or remove the building for the health, safety, and welfare of the community, immediately. The city will appreciate your prompt cooperation in addressing this matter.

If you do not reply or take action within 15 days of the date of this letter, I will request a public hearing before the City Commission for a final determination that building is a dangerous building. If the City Commission makes a final determination that the building is a dangerous building, the City Commission may enter an order requiring that you perform specified actions within a certain time frame.

If you have any questions, you may call me at 254-559-8287.

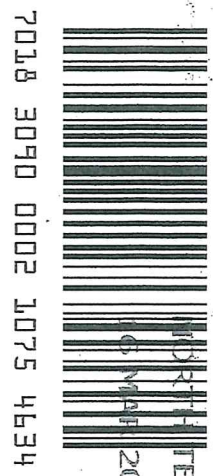
Sincerely,

A handwritten signature in cursive script, appearing to read "Malcolm Bufkin".

Malcolm Bufkin
Code Enforcement Official
City of Breckenridge



City of Bre
105 N. RO
BRECKENRIDGE

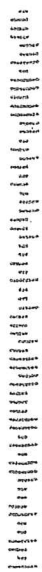


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16 MAR 2023 PM 10 L

US POSTAGE
MARTINEY BOWES
ZIP 76424
02 7H
0006099463
MAR 16 2023

Billy Shane & Jeannie Gann
800 Westridge Circle
Breckenridge, TX 76424

76424-253200



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5th 3-22
8-18 154-2

7018 3090 0002 1075 4634

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Domestic Mail Only

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OFFICIAL USE

Certified Mail Fee: **4.15**

Extra Services & Fees (check box, add fees as appropriate):
☒ Return Receipt (hardcopy) \$ **2.35**
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage: **.00**

Total Postage and Fees: **\$8.10**

Self or
Billed to: **Billy Shane & Jeannie Gann**
Street and Apt. No., or P.O. Box No.: **800 Westridge Cir**
City, State, ZIP+4: **Breckenridge TX 76424**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

BRECKENRIDGE TX
MAR 16 2023

1305 W. 1st



Dangerous Building Violation Checklist

Address 205 W. 3rd

Date March 16, 2023

- ☒ Roof, ceiling, floors, walls, sills, windows or foundation or any combination thereof rotted or decayed and falling apart
- ☒ Uninhabitable due to obsolescence and/or deterioration caused by neglect, vandalism, fire damage, old age or the elements
- ☒ Unsanitary and/or damp condition and is likely to create disease because of the presence of insects, rodents or vermin
- ☒ Likely to become a fire menace or be set on fire
- ☒ Danger of falling and injuring persons or property
- ☐ Does not contain a minimum floor area of at least one hundred fifty (150) square feet of floor space for one occupant and one hundred (100) square feet of floor space for each additional occupant
- ☒ Contains holes, cracks or other defects in it, or does not have railings for stairs, steps, balconies, porches and elsewhere
- ☒ Is not weathertight and watertight or does not have a moisture-resistant finish or material for the flooring or subflooring of each bathroom, shower room and toilet room
- ☒ Does not have exterior windows and doors that are easily opened to provide air ventilation and are covered with screens for keeping out insects and each opening of the structure, or air conditioning equipment capable of maintaining a maximum inside temperature of 85 degrees Fahrenheit or twenty degrees lower than the outside temperature, which is warmer, between April 16 and October 31 of each year
- ☒ Does not have operating supply lines for electrical service, if electric service is available within three hundred feet of the building, or that does not have operating electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures
- ☐ Constitutes a danger to the public even though secured from entry or the means used to secure the building are inadequate to prevent unauthorized entry or use of the building
- ☒ Unoccupied buildings that are not secure from unauthorized entry
- ☐ Occupied buildings that do not have in operating condition a connection to discharge sewage from the structure or land into a public sewer system, a toilet connected to a water source and to a public sewer system, connection to portable water at adequate pressure and a kitchen sink, bathtub or shower, and lavatory connected to a cold and hot water source
- ☐ Occupied buildings that do not have in operating condition heating equipment capable of maintaining a minimum inside temperature of 68 degrees Fahrenheit between November 1 and April 15 of each year in each room

If a structure is not structurally unsound, an asbestos inspection and possible abatement of regulated asbestos containing materials (RACM) may be required before demolishing the structures.

Notes:

broken windows
foundation problem



City of Breckenridge

October 2, 2023

Billy Shane & Jeannie Gann
800 Westridge Circle
Breckenridge, TX 76424

CERTIFIED MAIL-9589 0710 5270 0626 7792 02
RETURN RECEIPT REQUESTED

NOTICE OF HEARING REGARDING PROPERTY LOCATED AT 205 W. 3rd, Breckenridge, TX 76424

Dear Mr. & Mrs. Gann,

On March 6, 2023, you were notified that I made an initial determination that the building on property you own located at 205 W. 3rd – Roselawn Addition, Block 5, Lot 16, is a dangerous building because it does not meet minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

Because you failed to respond as requested or to abate the conditions on the property, the City Commission of the City of Breckenridge will conduct a **public hearing on October 17, 2023 at 5:30 PM at 105 North Rose Avenue, Breckenridge, Texas** to make a final determination regarding whether or not the building on the property is dangerous and must be secured or vacated; whether occupants must be relocated; and whether the building must be demolished or removed from the property and, upon any such determination, may issue an order for remedy of the conditions on the property based on its findings.

Any and all persons interested in the above-referenced item may appear at such hearing, be heard, and present evidence in reference to the condition of the building. **At this hearing, you will have the burden of proving that the building is not dangerous. If, at this hearing, you will allege that the building can be repaired to meet the minimum standards, you are required to submit proof of the scope of work that may be required to bring the building into compliance with the minimum standards and the amount of time it will take to reasonably perform the work.**

If you have any questions, please contact me at 254-559-8287 during regular business hours.

Sincerely,

Wesley Turner
Code Enforcement Official
City of Breckenridge



City of Breckenridge

March 6, 2023

Billy Shane & Jeannie Gann
800 Westridge Circle
Breckenridge, TX 76424

CERTIFIED MAIL – 7018 3090 0002 1075 4511
RETURN RECEIPT REQUESTED

Re: Real property located at **205 W. 3rd**, Breckenridge, Texas

Dear Citizen,

Pursuant to Section 5-8(c) of the Breckenridge Code of Ordinances, you are hereby given notice that I have made an initial determination that the building located on property you own or have an interest in at **205 W. 3rd – Roselawn Addition, Block 5, Lot 16**, is a dangerous building because it does not meet the minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

The building does not meet the minimum standards contained in Section 5-5 of the Breckenridge Code of Ordinances for the following reasons:

- Section 5-5(1)(a): The building does not meet the minimum standards because it has rotted or decayed roof, ceiling, floors, walls, sills, windows, foundation, or any combination thereof. It is uninhabitable due to obsolescence and/or deterioration caused by neglect.
- Section 5-5(1)(c): The building is a fire menace because it is in a dilapidated condition.
- Section 5-5(1)(d): The building is in unsanitary condition and likely to create disease because of the presence of insects, rodents, or vermin.
- Section 5-5(1)(g): The building has holes, cracks, or other defects in it, thereby constituting a danger to persons or property.
- Section 5-5(2): The building is not occupied by its owners, lessees or other invitees and is not secure from unauthorized entry so that it could be entered or used by uninvited persons or children regardless of its structural condition.

You are, hereby, notified that the building described above is a dangerous building and that you must vacate and/or repair, demolish, or remove the building for the health, safety, and welfare of the community, immediately. The city will appreciate your prompt cooperation in addressing this matter.

If you do not reply or take action within 15 days of the date of this letter, I will request a public hearing before the City Commission for a final determination that building is a dangerous building. If the City Commission makes a final determination that the building is a dangerous building, the City Commission may enter an order requiring that you perform specified actions within a certain time frame.

If you have any questions, you may call me at 254-559-8287.

Sincerely,

A handwritten signature in cursive script, appearing to read "Wesley Turner", with a long horizontal flourish extending to the right.

Wesley Turner
Code Enforcement Official
City of Breckenridge

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>[Signature]</i></p>	
<p>1. Article Addressed to:</p> <p><i>Billy Shane & Jeannie Mann</i> <i>808 Westridge Cir.</i> <i>Breckenridge, TX 76424</i></p>		<p>B. Received by (Printed Name) <i>Shane Mann</i></p> <p>C. Date of Delivery <i>3-10-23</i></p>	
<p>2. Article Number (Transfer from service label)</p> <p><i>7018 3090 0002 1075 4511</i></p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>9590 9402 7671 2122 2516 73</p>		<p>Domestic Return Receipt</p>	

PS Form 3811, July 2020 PSN 7530-02-000-9053

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee	\$ <i>4.15</i>
Extra Services & Fees (check box, add fees as appropriate)	\$ <i>0.35</i>
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$ <i>.60</i>
Total Postage and Fees	\$ <i>8.10</i>
Sent To	<i>Billy Shane & Jeannie Mann</i>
Street and Apt. No., or PO Box No.	<i>808 Westridge Cir.</i>
City, State ZIP+4®	<i>Breckenridge TX 76424</i>
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7018 3090 0002 1075 4511

Breckenridge TX
MAR 06 2023



205 W. 3rd

Dangerous Building Violation Checklist

Address 802 S. Cutting

Date May 4, 2023

- ☒ Roof, ceiling, floors, walls, sills, windows or foundation or any combination thereof rotted or decayed and falling apart
- ☒ Uninhabitable due to obsolescence and/or deterioration caused by neglect, vandalism, fire damage, old age or the elements
- ☒ Unsanitary and/or damp condition and is likely to create disease because of the presence of insects, rodents or vermin
- ☒ Likely to become a fire menace or be set on fire
- ☐ Danger of falling and injuring persons or property
- ☐ Does not contain a minimum floor area of at least one hundred fifty (150) square feet of floor space for one occupant and one hundred (100) square feet of floor space for each additional occupant
- ☒ Contains holes, cracks or other defects in it, or does not have railings for stairs, steps, balconies, porches and elsewhere
- ☒ Is not weathertight and watertight or does not have a moisture-resistant finish or material for the flooring or subflooring of each bathroom, shower room and toilet room
- ☒ Does not have exterior windows and doors that are easily opened to provide air ventilation and are covered with screens for keeping out insects and each opening of the structure, or air conditioning equipment capable of maintaining a maximum inside temperature of 85 degrees Fahrenheit or twenty degrees lower than the outside temperature, which is warmer, between April 16 and October 31 of each year
- ☒ Does not have operating supply lines for electrical service, if electric service is available within three hundred feet of the building, or that does not have operating electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures
- ☐ Constitutes a danger to the public even though secured from entry or the means used to secure the building are inadequate to prevent unauthorized entry or use of the building
- ☒ Unoccupied buildings that are not secure from unauthorized entry
- ☐ Occupied buildings that do not have in operating condition a connection to discharge sewage from the structure or land into a public sewer system, a toilet connected to a water source and to a public sewer system, connection to portable water at adequate pressure and a kitchen sink, bathtub or shower, and lavatory connected to a cold and hot water source
- ☐ Occupied buildings that do not have in operating condition heating equipment capable of maintaining a minimum inside temperature of 68 degrees Fahrenheit between November 1 and April 15 of each year in each room

If a structure is not structurally unsound, an asbestos inspection and possible abatement of regulated asbestos containing materials (RACM) may be required before demolishing the structures.

Notes: dilapidated
owners plan on tearing down



City of Breckenridge

October 2, 2023

Billy Love Roberson, Jr.
711 S. Cutting
Breckenridge, TX 76424

CERTIFIED MAIL-9589 0710 5270 0626 7792 19
RETURN RECEIPT REQUESTED

NOTICE OF HEARING REGARDING PROPERTY LOCATED AT 802 S. Cutting, Breckenridge, TX 76424

Dear Mr. Roberson,

On May 4, 2023, you were notified that I made an initial determination that the building on property you own located at 802 S. Cutting – Stoker Addition, Block 7, Lot 5, N/12 of 6, is a dangerous building because it does not meet minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

Because you failed to respond as requested or to abate the conditions on the property, the City Commission of the City of Breckenridge will conduct a **public hearing on October 17, 2023 at 5:30 PM at 105 North Rose Avenue, Breckenridge, Texas** to make a final determination regarding whether or not the building on the property is dangerous and must be secured or vacated; whether occupants must be relocated; and whether the building must be demolished or removed from the property and, upon any such determination, may issue an order for remedy of the conditions on the property based on its findings.

Any and all persons interested in the above-referenced item may appear at such hearing, be heard, and present evidence in reference to the condition of the building. **At this hearing, you will have the burden of proving that the building is not dangerous. If, at this hearing, you will allege that the building can be repaired to meet the minimum standards, you are required to submit proof of the scope of work that may be required to bring the building into compliance with the minimum standards and the amount of time it will take to reasonably perform the work.**

If you have any questions, please contact me at 254-559-8287 during regular business hours.

Sincerely,

Malcolm Bufkin
Code Enforcement Official
City of Breckenridge

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Billy Gene Roberson Jr. 711 S. Cutting Meddenridge, TX 76424</p>		<p>B. Received by (Printed Name) C. Date of Delivery</p> <p>Billy Roberson Jr. 10/10/23</p>	
<p>2. Article Number (Transfer from service label)</p> <p>9589 0710 5270 0626 7792 19</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail (over \$500)</p>			

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt



City of Breckenridge

October 2, 2023

Janice Parrish
CL 2 Box 61
South Padre Island, TX 78597

CERTIFIED MAIL – 9589 0710 5270 0626 7792 26
RETURN RECEIPT REQUESTED

NOTICE OF HEARING REGARDING PROPERTY LOCATED AT 802 S. Cutting, Breckenridge, TX 76424

Dear Ms. Parrish,

It is our understanding that you or your company may have a lien on the property identified above. On May 4, 2023, the owner of the property was notified that I made an initial determination that the building on the property located at 802 S. Cutting – Stoker Addition, Block 7, Lot 5, N/12 of 6, is a dangerous building because it does not meet minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

Because the owner failed to respond as requested or to abate the conditions on the property, the City Commission of the City of Breckenridge will conduct a **public hearing on October 17, 2023 at 5:30 PM at 105 North Rose Avenue, Breckenridge, Texas** to make a final determination regarding whether or not the building on the property is dangerous and must be secured or vacated; whether occupants must be relocated; and whether the building must be demolished or removed from the property and, upon any such determination, may issue an order for remedy of the conditions on the property based on its findings.

Any and all persons interested in the above-referenced item(s) may appear at such hearing, be heard, and present evidence in reference to the condition of the building. **At this hearing, any owner or lienholder will have the burden of proving that the building is not dangerous. If, at this hearing, any owner or lienholder allege that the building can be repaired to meet the minimum standards, the owner or lienholder making such allegation is required to submit proof of the scope of work that may be required to bring the building into compliance with the minimum standards and the amount of time it will take to reasonably perform the work.**

If you have any questions, please contact me at 254-559-8287 during regular business hours.

Sincerely,

Malcolm Bufkin
Code Enforcement Official

City of Breckenridge

105 N. ROSE AVE. • BRECKENRIDGE, TX 76424-3531 • FAX # (254) 559-7322 • PHONE (254) 559-8287



City of Breckenridge

May 4, 2023

Billy Love Roberson, Jr.
711 S. Cutting
Breckenridge, TX 76424

CERTIFIED MAIL – 7018 3090 0002 1075 4702
RETURN RECEIPT REQUESTED

Re: Real property located at **802 S. Cutting**, Breckenridge, Texas

Dear Citizen,

Pursuant to Section 5-8(c) of the Breckenridge Code of Ordinances, you are hereby given notice that I have made an initial determination that the building located on property you own or have an interest in at **802 S. Cutting – Stoker Addition, Block 7, Lot 5, N/12 of 6**, is a dangerous building because it does not meet the minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

The building does not meet the minimum standards contained in Section 5-5 of the Breckenridge Code of Ordinances for the following reasons:

- Section 5-5(1)(a): The building does not meet the minimum standards because it has rotted or decayed roof, ceiling, floors, walls, sills, windows, foundation, or any combination thereof. It is uninhabitable due to obsolescence and/or deterioration caused by neglect.
- Section 5-5(1)(c): The building is a fire menace because it is in a dilapidated condition.
- Section 5-5(1)(d): The building is in unsanitary condition and likely to create disease because of the presence of insects, rodents, or vermin.
- Section 5-5(1)(g): The building has holes, cracks, or other defects in it, thereby constituting a danger to persons or property.
- Section 5-5(2): The building is not occupied by its owners, lessees or other invitees and is not secure from unauthorized entry so that it could be entered or used by uninvited persons or children regardless of its structural condition.

You are, hereby, notified that the building described above is a dangerous building and that you must vacate and/or repair, demolish, or remove the building for the health, safety, and welfare of the community, immediately. The city will appreciate your prompt cooperation in addressing this matter.


If you do not reply or take action within 15 days of the date of this letter, I will request a public hearing before the City Commission for a final determination that building is a dangerous building. If the City Commission makes a final determination that the building is a dangerous building, the City Commission may enter an order requiring that you perform specified actions within a certain time frame.

If you have any questions, you may call me at 254-559-8287.

Sincerely,

A handwritten signature in cursive script, appearing to read "Malcolm Bufkin".

Malcolm Bufkin
Code Enforcement Official
City of Breckenridge

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p><i>Billy Love Roberson Jr.</i> <i>711 S. Cutting</i> <i>Breckenridge, TX 76424</i></p>  <p>5950 9402 8064 2349 2370 19</p> <p>2. Article Number (Transfer from service label)</p> <p><i>7018 3090 0002 1075 4702</i></p> <p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>		<p>A. Signature</p> <p><i>X</i> <i>S. Roberson</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p><i>Sequicia Roberson</i></p> <p>C. Date of Delivery</p> <p><i>05-12-23</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>		<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$ *4.15*

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$ *3.25*

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$ *.60*

Total Postage and Fees \$ *8.10*

Sent To *Billy Love Roberson Jr.*

Street and Apt. No. or PO Box No. *711 S. Cutting*

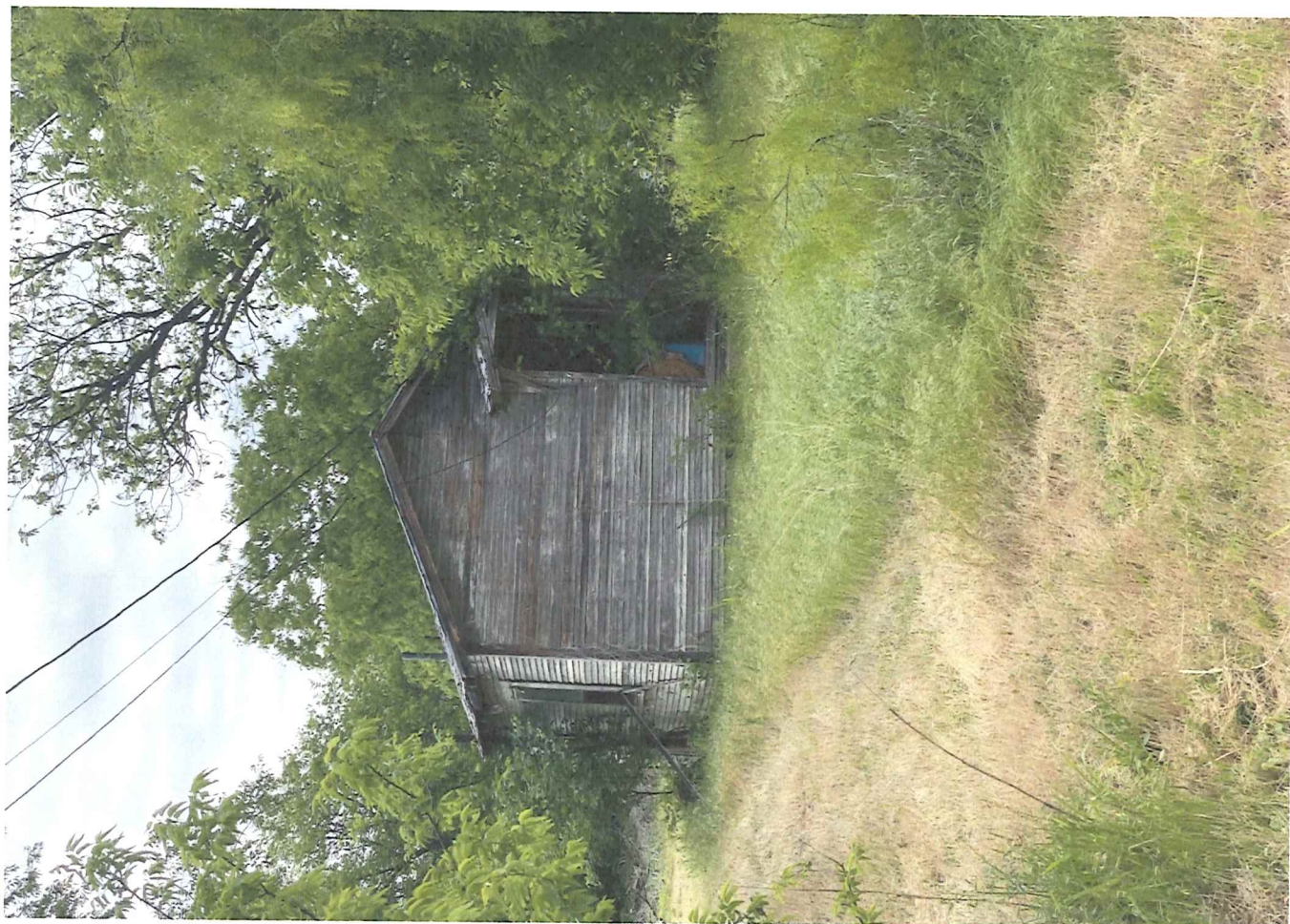
City, State, ZIP+4® *Breckenridge TX 76424*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7018 3090 0002 1075 4702

Postmark Here
 MAY 04 2023
 BRECKENRIDGE TX

802 S. Cutting



Dangerous Building Violation Checklist

Address 714 S. Cutting

Date May 4, 2023

- ☒ Roof, ceiling, floors, walls, sills, windows or foundation or any combination thereof rotted or decayed and falling apart
- ☒ Uninhabitable due to obsolescence and/or deterioration caused by neglect, vandalism, fire damage, old age or the elements
- ☒ Unsanitary and/or damp condition and is likely to create disease because of the presence of insects, rodents or vermin
- ☒ Likely to become a fire menace or be set on fire
- ☐ Danger of falling and injuring persons or property
- ☐ Does not contain a minimum floor area of at least one hundred fifty (150) square feet of floor space for one occupant and one hundred (100) square feet of floor space for each additional occupant
- ☒ Contains holes, cracks or other defects in it, or does not have railings for stairs, steps, balconies, porches and elsewhere
- ☒ Is not weathertight and watertight or does not have a moisture-resistant finish or material for the flooring or subflooring of each bathroom, shower room and toilet room
- ☒ Does not have exterior windows and doors that are easily opened to provide air ventilation and are covered with screens for keeping out insects and each opening of the structure, or air conditioning equipment capable of maintaining a maximum inside temperature of 85 degrees Fahrenheit or twenty degrees lower than the outside temperature, which is warmer, between April 16 and October 31 of each year
- ☒ Does not have operating supply lines for electrical service, if electric service is available within three hundred feet of the building, or that does not have operating electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures
- ☒ Constitutes a danger to the public even though secured from entry or the means used to secure the building are inadequate to prevent unauthorized entry or use of the building
- ☒ Unoccupied buildings that are not secure from unauthorized entry
- ☐ Occupied buildings that do not have in operating condition a connection to discharge sewage from the structure or land into a public sewer system, a toilet connected to a water source and to a public sewer system, connection to portable water at adequate pressure and a kitchen sink, bathtub or shower, and lavatory connected to a cold and hot water source
- ☐ Occupied buildings that do not have in operating condition heating equipment capable of maintaining a minimum inside temperature of 68 degrees Fahrenheit between November 1 and April 15 of each year in each room

If a structure is not structurally unsound, an asbestos inspection and possible abatement of regulated asbestos containing materials (RACM) may be required before demolishing the structures.

Notes: broken windows, roof falling in
owner plan on tearing down



City of Breckenridge

October 2, 2023

Billy Love Roberson, Jr.
711 S. Cutting
Breckenridge, TX 76424

CERTIFIED MAIL-9589 0710 5270 0626 7792 33
RETURN RECEIPT REQUESTED

NOTICE OF HEARING REGARDING PROPERTY LOCATED AT 714 S. Cutting, Breckenridge, TX 76424

Dear Mr. Roberson,

On May 4, 2023, you were notified that I made an initial determination that the building on property you own located at 714 S. Cutting – Stoker Addition, Block 7, Lot S/20 of 2, 3 & 4, is a dangerous building because it does not meet minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

Because you failed to respond as requested or to abate the conditions on the property, the City Commission of the City of Breckenridge will conduct a **public hearing on October 17, 2023 at 5:30 PM at 105 North Rose Avenue, Breckenridge, Texas** to make a final determination regarding whether or not the building on the property is dangerous and must be secured or vacated; whether occupants must be relocated; and whether the building must be demolished or removed from the property and, upon any such determination, may issue an order for remedy of the conditions on the property based on its findings.

Any and all persons interested in the above-referenced item may appear at such hearing, be heard, and present evidence in reference to the condition of the building. **At this hearing, you will have the burden of proving that the building is not dangerous. If, at this hearing, you will allege that the building can be repaired to meet the minimum standards, you are required to submit proof of the scope of work that may be required to bring the building into compliance with the minimum standards and the amount of time it will take to reasonably perform the work.**

If you have any questions, please contact me at 254-559-8287 during regular business hours.

Sincerely,

Malcolm Bufkin
Code Enforcement Official
City of Breckenridge



City of Breckenridge

May 4, 2023

Billy Love Roberson, Jr.
711 S. Cutting
Breckenridge, TX 76424

CERTIFIED MAIL – 7018 3090 0002 1075 4696
RETURN RECEIPT REQUESTED

Re: Real property located at **714 S. Cutting**, Breckenridge, Texas

Dear Citizen,

Pursuant to Section 5-8(c) of the Breckenridge Code of Ordinances, you are hereby given notice that I have made an initial determination that the building located on property you own or have an interest in at **714 S. Cutting – Stoker Addition, Block 7, Lot S/20 of 2, 3, & 4**, is a dangerous building because it does not meet the minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

The building does not meet the minimum standards contained in Section 5-5 of the Breckenridge Code of Ordinances for the following reasons:

- Section 5-5(1)(a): The building does not meet the minimum standards because it has rotted or decayed roof, ceiling, floors, walls, sills, windows, foundation, or any combination thereof. It is uninhabitable due to obsolescence and/or deterioration caused by neglect.
- Section 5-5(1)(c): The building is a fire menace because it is in a dilapidated condition.
- Section 5-5(1)(d): The building is in unsanitary condition and likely to create disease because of the presence of insects, rodents, or vermin.
- Section 5-5(1)(g): The building has holes, cracks, or other defects in it, thereby constituting a danger to persons or property.
- Section 5-5(2): The building is not occupied by its owners, lessees or other invitees and is not secure from unauthorized entry so that it could be entered or used by uninvited persons or children regardless of its structural condition.

You are, hereby, notified that the building described above is a dangerous building and that you must vacate and/or repair, demolish, or remove the building for the health, safety, and welfare of the community, immediately. The city will appreciate your prompt cooperation in addressing this matter.

If you do not reply or take action within 15 days of the date of this letter, I will request a public hearing before the City Commission for a final determination that building is a dangerous building. If the City Commission makes a final determination that the building is a dangerous building, the City Commission may enter an order requiring that you perform specified actions within a certain time frame.

If you have any questions, you may call me at 254-559-8287.

Sincerely,

A handwritten signature in cursive script, appearing to read "Malcolm Bufkin".

Malcolm Bufkin
Code Enforcement Official
City of Breckenridge

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>Shoberson</i></p>	
<p>1. Article Addressed to:</p> <p><i>Billy Love Roberson Jr.</i> <i>711 S. Cutting</i> <i>Breckenridge, TX 76424</i></p>		<p>B. Received by (Printed Name) C. Date of Delivery</p> <p><i>Billy Love Roberson</i> <i>0512-23</i></p>	
<p>2. Article Number (Transfer from service label)</p> <p><i>7018 3090 0002 1075 4696</i></p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>		<p>9590 9402 8064 2349 2370 26</p>	
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>		<p>Domestic Return Receipt</p>	

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee	<i>4.15</i>
Extra Services & Fees (check box, add fee as appropriate)	<i>5.35</i>
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	
<input type="checkbox"/> Return Receipt (electronic)	
<input type="checkbox"/> Certified Mail Restricted Delivery	
<input type="checkbox"/> Adult Signature Required	
<input type="checkbox"/> Adult Signature Restricted Delivery	
Postage	<i>.84</i>
Total Postage and Fees	<i>8.34</i>
Sent to	<i>Billy Love Roberson Jr.</i>
Street and Apt. No., or P.O. Box No.	<i>711 S. Cutting</i>
City, State, ZIP+4®	<i>Breckenridge TX 76424</i>
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

714 S. Cutting



Dangerous Building Violation Checklist

Address 1107 E. Williams

Date October 5, 2022

- ☒ Roof, ceiling, floors, walls, sills, windows or foundation or any combination thereof rotted or decayed and falling apart
- ☒ Uninhabitable due to obsolescence and/or deterioration caused by neglect, vandalism, fire damage, old age or the elements
- ☐ Unsanitary and/or damp condition and is likely to create disease because of the presence of insects, rodents or vermin
- ☐ Likely to become a fire menace or be set on fire
- ☐ Danger of falling and injuring persons or property
- ☐ Does not contain a minimum floor area of at least one hundred fifty (150) square feet of floor space for one occupant and one hundred (100) square feet of floor space for each additional occupant
- ☒ Contains holes, cracks or other defects in it, or does not have railings for stairs, steps, balconies, porches and elsewhere
- ☐ Is not weathertight and watertight or does not have a moisture-resistant finish or material for the flooring or subflooring of each bathroom, shower room and toilet room
- ☒ Does not have exterior windows and doors that are easily opened to provide air ventilation and are covered with screens for keeping out insects and each opening of the structure, or air conditioning equipment capable of maintaining a maximum inside temperature of 85 degrees Fahrenheit or twenty degrees lower than the outside temperature, which is warmer, between April 16 and October 31 of each year
- ☒ Does not have operating supply lines for electrical service, if electric service is available within three hundred feet of the building, or that does not have operating electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures
- ☒ Constitutes a danger to the public even though secured from entry or the means used to secure the building are inadequate to prevent unauthorized entry or use of the building
- ☐ Unoccupied buildings that are not secure from unauthorized entry
- ☐ Occupied buildings that do not have in operating condition a connection to discharge sewage from the structure or land into a public sewer system, a toilet connected to a water source and to a public sewer system, connection to portable water at adequate pressure and a kitchen sink, bathtub or shower, and lavatory connected to a cold and hot water source
- ☐ Occupied buildings that do not have in operating condition heating equipment capable of maintaining a minimum inside temperature of 68 degrees Fahrenheit between November 1 and April 15 of each year in each room

If a structure is not structurally unsound, an asbestos inspection and possible abatement of regulated asbestos containing materials (RACM) may be required before demolishing the structures.

Notes: Half of roof is gone



City of Breckenridge

October 2, 2023

Antonia Woody
PO Box 1794
Breckenridge, TX 76424

CERTIFIED MAIL-9589 0710 5270 0626 7792 40
RETURN RECEIPT REQUESTED

NOTICE OF HEARING REGARDING PROPERTY LOCATED AT 1107 E. Williams, Breckenridge, TX 76424

Dear Ms. Woody,

On October 5, 2022, you were notified that I made an initial determination that the building on property you own located at 1107 E. Williams – East Breckenridge Addition, Block 99, Lot 9, is a dangerous building because it does not meet minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.


Because you failed to respond as requested or to abate the conditions on the property, the City Commission of the City of Breckenridge will conduct a **public hearing on October 17, 2023 at 5:30 PM at 105 North Rose Avenue, Breckenridge, Texas** to make a final determination regarding whether or not the building on the property is dangerous and must be secured or vacated; whether occupants must be relocated; and whether the building must be demolished or removed from the property and, upon any such determination, may issue an order for remedy of the conditions on the property based on its findings.

Any and all persons interested in the above-referenced item may appear at such hearing, be heard, and present evidence in reference to the condition of the building. **At this hearing, you will have the burden of proving that the building is not dangerous. If, at this hearing, you will allege that the building can be repaired to meet the minimum standards, you are required to submit proof of the scope of work that may be required to bring the building into compliance with the minimum standards and the amount of time it will take to reasonably perform the work.**

If you have any questions, please contact me at 254-559-8287 during regular business hours.

Sincerely,

Malcolm Bufkin
Code Enforcement Official
City of Breckenridge

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>Antonia Woody 10-6-23</p>
<p>1. Article Addressed to:</p> <p>Antonia Woody P.O. Box 1794 Mckinney, TX 76424</p>  <p>9590 9402 8064 2349 2361 59</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label)</p> <p>9589 0710 5270 0626 7792 40</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p>nsured Mail nsured Mail Restricted Delivery (over \$500)</p>
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>



City of Breckenridge

October 5, 2022

Antonia Woody
404 N. Jackson
Breckenridge, TX 76424

CERTIFIED MAIL – 7018 3090 0002 1075 4221
RETURN RECEIPT REQUESTED

Re: Real property located at **1107 E. Williams**, Breckenridge, Texas

Dear Citizen,

Pursuant to Section 5-8(c) of the Breckenridge Code of Ordinances, you are hereby given notice that I have made an initial determination that a/the building(s) located on property you own or have an interest in at **1107 E. Williams – East Breckenridge Addition, Block 99, Lot 9**, is/are a dangerous building(s) because it/they do/does not meet the minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

The building(s) do/does not meet the minimum standards contained in Section 5-5 of the Breckenridge Code of Ordinances for the following reasons:

- Section 5-5(1)(a): The building does not meet the minimum standards because it has rotted or decayed windows, foundation, or any combination thereof. It is uninhabitable due to obsolescence and/or deterioration caused by neglect.
- Section 5-5(1)(d): The building is in unsanitary condition and likely to create disease because of the presence of insects, rodents, or vermin.
- Section 5-5(1)(g): The building has holes, cracks, or other defects in it, thereby constituting a danger to persons or property.
- Section 5-5(2): The building is not occupied and is not secure from unauthorized entry so that it could be entered or used by uninvited persons regardless of its structural condition.

You are, hereby, notified that the building(s) described above is/are a dangerous building and that you must vacate and/or repair, demolish, or remove the building for the health, safety, and welfare of the community, immediately. The City will appreciate your prompt cooperation in addressing this matter.

If you do not reply or take action within 15 days of the date of this letter, I will request a public hearing before the City Commission for a final determination that building(s) is/are a dangerous building(s). If the City Commission makes a final determination that the building(s) is/are a

dangerous building(s), the City Commission may enter an order requiring that you perform specified actions within a certain time frame.

If you have any questions, you may call me at 254-559-8287.

Sincerely,

A handwritten signature in dark ink, appearing to read "Malcolm Bufkin". The signature is stylized with a large, sweeping "M" and a cursive "B".

Malcolm Bufkin
Code Enforcement Official
City of Breckenridge

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <i>Antonia Woody</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p><i>Antonia Woody</i> <i>404 N. Jackson</i> <i>Breckenridge, TX 76424</i></p>		<p>B. Received by (Printed Name) <i>Antonia Woody</i></p>	
<p>2. Article Number (Transfer from service label) 7018 3090 0002 1075 4221</p>		<p>C. Date of Delivery <i>10-7-22</i></p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	

9590 9402 7671 2122 2546 29

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com

OFFICIAL USE

7018 3090 0002 1075 4221

Certified Mail Fee \$ *4.00*

Extra Services & Fees (check box, add fees as appropriate)

☒ Return Receipt (hardcopy) \$ *3.25*

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$ *.57*

Total Postage and Fees \$ *7.82*

Sent To *Antonia Woody*

Street and Apt. No., or PO Box No. *404 N. Jackson*

City, State, ZIP+4® *Breckenridge TX 76424*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

OCT 05 2022
 BRECKENRIDGE TX
 USPS - 76424



1107 E. Williams

Dangerous Building Violation Checklist

Address 803 W. Hullum

Date July 12, 2023

- ☒ Roof, ceiling, floors, walls, sills, windows or foundation or any combination thereof rotted or decayed and falling apart
- ☒ Uninhabitable due to obsolescence and/or deterioration caused by neglect, vandalism, fire damage, old age or the elements
- ☐ Unsanitary and/or damp condition and is likely to create disease because of the presence of insects, rodents or vermin
- ☒ Likely to become a fire menace or be set on fire
- ☐ Danger of falling and injuring persons or property
- ☐ Does not contain a minimum floor area of at least one hundred fifty (150) square feet of floor space for one occupant and one hundred (100) square feet of floor space for each additional occupant
- ☒ Contains holes, cracks or other defects in it, or does not have railings for stairs, steps, balconies, porches and elsewhere
- ☐ Is not weathertight and watertight or does not have a moisture-resistant finish or material for the flooring or subflooring of each bathroom, shower room and toilet room
- ☒ Does not have exterior windows and doors that are easily opened to provide air ventilation and are covered with screens for keeping out insects and each opening of the structure, or air conditioning equipment capable of maintaining a maximum inside temperature of 85 degrees Fahrenheit or twenty degrees lower than the outside temperature, which is warmer, between April 16 and October 31 of each year
- ☒ Does not have operating supply lines for electrical service, if electric service is available within three hundred feet of the building, or that does not have operating electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures
- ☒ Constitutes a danger to the public even though secured from entry or the means used to secure the building are inadequate to prevent unauthorized entry or use of the building
- ☐ Unoccupied buildings that are not secure from unauthorized entry
- ☐ Occupied buildings that do not have in operating condition a connection to discharge sewage from the structure or land into a public sewer system, a toilet connected to a water source and to a public sewer system, connection to portable water at adequate pressure and a kitchen sink, bathtub or shower, and lavatory connected to a cold and hot water source
- ☐ Occupied buildings that do not have in operating condition heating equipment capable of maintaining a minimum inside temperature of 68 degrees Fahrenheit between November 1 and April 15 of each year in each room

If a structure is not structurally unsound, an asbestos inspection and possible abatement of regulated asbestos containing materials (RACM) may be required before demolishing the structures.

Notes: not secure
uncept



City of Breckenridge

October 2, 2023

James Anthony Pichler
1008 W. Elliott
Breckenridge, TX 76424

CERTIFIED MAIL-9589 0710 5270 0626 7792 57
RETURN RECEIPT REQUESTED

NOTICE OF HEARING REGARDING PROPERTY LOCATED AT 803 W. HULLUM, Breckenridge, TX 76424

Dear Mr. Pichler,

On July 12, 2023, you were notified that I made an initial determination that the building on property you own located at 803 W. HULLUM – Holloman's Addition, Block 1, Lot W/16 of 2, E/2 of 3, is a dangerous building because it does not meet minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

Because you failed to respond as requested or to abate the conditions on the property, the City Commission of the City of Breckenridge will conduct a **public hearing on October 17, 2023 at 5:30 PM at 105 North Rose Avenue, Breckenridge, Texas** to make a final determination regarding whether or not the building on the property is dangerous and must be secured or vacated; whether occupants must be relocated; and whether the building must be demolished or removed from the property and, upon any such determination, may issue an order for remedy of the conditions on the property based on its findings.

Any and all persons interested in the above-referenced item may appear at such hearing, be heard, and present evidence in reference to the condition of the building. **At this hearing, you will have the burden of proving that the building is not dangerous. If, at this hearing, you will allege that the building can be repaired to meet the minimum standards, you are required to submit proof of the scope of work that may be required to bring the building into compliance with the minimum standards and the amount of time it will take to reasonably perform the work.**

If you have any questions, please contact me at 254-559-8287 during regular business hours.

Sincerely,

Wesley Turner
Code Enforcement Official
City of Breckenridge

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

James Anthony Pichler
1008 W. Elliott
Buckenridge, TX 76424



9590 9402 8064 2349 2361 42

2. Article Number (Transfer from service label)

7589 0710 5270 0626 7792 57

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

James Pichler

☐ Agent☐ Addressee

B. Received by (Printed Name)

James Pichler

C. Date of Delivery

10-4-23

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

Domestic Return Receipt



City of Breckenridge

July 12, 2023

James Anthony Pichler
1008 W. Elliott
Breckenridge, TX 76424

CERTIFIED MAIL – 9589 0710 5270 0626 7790 73
RETURN RECEIPT REQUESTED

Re: Real property located at **803 W. Hullum**, Breckenridge, Texas

Dear Citizen,

Pursuant to Section 5-8(c) of the Breckenridge Code of Ordinances, you are hereby given notice that I have made an initial determination that the building located on property you own or have an interest in at **803 W. Hullum – Holloman's Addition, Block 1, Lot W/16 of 2, E/2 of 3**, is a dangerous building because it does not meet the minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

The building does not meet the minimum standards contained in Section 5-5 of the Breckenridge Code of Ordinances for the following reasons:

- Section 5-5(1)(a): The building does not meet the minimum standards because it has rotted or decayed roof, ceiling, floors, walls, sills, windows, foundation, or any combination thereof. It is uninhabitable due to obsolescence and/or deterioration caused by neglect.
- Section 5-5(1)(c): The building is a fire menace because it is in a dilapidated condition.
- Section 5-5(1)(d): The building is in unsanitary condition and likely to create disease because of the presence of insects, rodents, or vermin.
- Section 5-5(1)(g): The building has holes, cracks, or other defects in it, thereby constituting a danger to persons or property.
- Section 5-5(2): The building is not occupied by its owners, lessees or other invitees and is not secure from unauthorized entry so that it could be entered or used by uninvited persons or children regardless of its structural condition.

You are, hereby, notified that the building described above is a dangerous building and that you must vacate and/or repair, demolish, or remove the building for the health, safety, and welfare of the community, immediately. The city will appreciate your prompt cooperation in addressing this matter.


If you do not reply or take action within 15 days of the date of this letter, I will request a public hearing before the City Commission for a final determination that building is a dangerous building. If the City Commission makes a final determination that the building is a dangerous building, the City Commission may enter an order requiring that you perform specified actions within a certain time frame.

If you have any questions, you may call me at 254-559-8287.

Sincerely,

A handwritten signature in cursive script, appearing to read "Wesley Turner", with a long, sweeping horizontal line extending to the right.

Wesley Turner
Code Enforcement Official
City of Breckenridge

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <i>James Anthony Pichler</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>James Anthony Pichler</i> C. Date of Delivery <i>7-14-23</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: <i>James Anthony Pichler</i> <i>1008 W. Elliott</i> <i>Breckenridge, TX 76424</i></p>  <p>9590 9402 8064 2349 2367 22</p>	<p>3. Service Type <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p>Insured Mail (over \$500)</p>
<p>2. Article Number (Transfer from service label) 9589 0710 5270 0626 7790 73</p>	
PS Form 3811, July 2020 PSN 7530-02-000-9053	Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL RECEIPT

Certified Mail Fee \$ *4.35*

Extra Services & Fees (check box, add fee if appropriate)

☒ Return Receipt (hardcopy) \$ *3.50*

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$ *.87*

Total Postage and Fees \$ *8.77*

Sent To *James Anthony Pichler*

Street and Apt. No., or PO Box No. *1008 W. Elliott*

City, State, ZIP+4® *Breckenridge TX 76424*

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0626 7790 73

BRECKENRIDGE, TX
JUL 14 2023
Postman here
USPS-76424

803 W. Hullum



Dangerous Building Violation Checklist

Address 1214 W. 4th

Date June 13, 2023

- ☒ Roof, ceiling, floors, walls, sills, windows or foundation or any combination thereof rotted or decayed and falling apart
- ☒ Uninhabitable due to obsolescence and/or deterioration caused by neglect, vandalism, fire damage, old age or the elements
- ☒ Unsanitary and/or damp condition and is likely to create disease because of the presence of insects, rodents or vermin
- ☒ Likely to become a fire menace or be set on fire
- ☐ Danger of falling and injuring persons or property
- ☐ Does not contain a minimum floor area of at least one hundred fifty (150) square feet of floor space for one occupant and one hundred (100) square feet of floor space for each additional occupant
- ☒ Contains holes, cracks or other defects in it, or does not have railings for stairs, steps, balconies, porches and elsewhere
- ☒ Is not weathertight and watertight or does not have a moisture-resistant finish or material for the flooring or subflooring of each bathroom, shower room and toilet room
- ☒ Does not have exterior windows and doors that are easily opened to provide air ventilation and are covered with screens for keeping out insects and each opening of the structure, or air conditioning equipment capable of maintaining a maximum inside temperature of 85 degrees Fahrenheit or twenty degrees lower than the outside temperature, which is warmer, between April 16 and October 31 of each year
- ☒ Does not have operating supply lines for electrical service, if electric service is available within three hundred feet of the building, or that does not have operating electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures
- ☒ Constitutes a danger to the public even though secured from entry or the means used to secure the building are inadequate to prevent unauthorized entry or use of the building
 - ☐ Unoccupied buildings that are not secure from unauthorized entry
 - ☐ Occupied buildings that do not have in operating condition a connection to discharge sewage from the structure or land into a public sewer system, a toilet connected to a water source and to a public sewer system, connection to portable water at adequate pressure and a kitchen sink, bathtub or shower, and lavatory connected to a cold and hot water source
 - ☐ Occupied buildings that do not have in operating condition heating equipment capable of maintaining a minimum inside temperature of 68 degrees Fahrenheit between November 1 and April 15 of each year in each room

If a structure is not structurally unsound, an asbestos inspection and possible abatement of regulated asbestos containing materials (RACM) may be required before demolishing the structures.

Notes: dilapidated

unkept



City of Breckenridge

October 2, 2023

Elias M. Huapilla
1214 W. 4th
Breckenridge, TX 76424

CERTIFIED MAIL-9589 0710 5270 0626 7792 64
RETURN RECEIPT REQUESTED

NOTICE OF HEARING REGARDING PROPERTY LOCATED AT 1214 W. 4th, Breckenridge, TX 76424

Dear Mr. Huapilla,

On June 13, 2023, you were notified that I made an initial determination that the building on property you own located at 1214 W. 4th – Mountain Heights Addition, Block 7, Lot 10, is a dangerous building because it does not meet minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

Because you failed to respond as requested or to abate the conditions on the property, the City Commission of the City of Breckenridge will conduct a **public hearing on October 17, 2023 at 5:30 PM at 105 North Rose Avenue, Breckenridge, Texas** to make a final determination regarding whether or not the building on the property is dangerous and must be secured or vacated; whether occupants must be relocated; and whether the building must be demolished or removed from the property and, upon any such determination, may issue an order for remedy of the conditions on the property based on its findings.

Any and all persons interested in the above-referenced item may appear at such hearing, be heard, and present evidence in reference to the condition of the building. **At this hearing, you will have the burden of proving that the building is not dangerous. If, at this hearing, you will allege that the building can be repaired to meet the minimum standards, you are required to submit proof of the scope of work that may be required to bring the building into compliance with the minimum standards and the amount of time it will take to reasonably perform the work.**

If you have any questions, please contact me at 254-559-8287 during regular business hours.

Sincerely,

Malcolm Bufkin
Code Enforcement Official
City of Breckenridge



City of Breckenridge

October 2, 2023

Francisco & Elva Garcia
803 E. Dyer
Breckenridge, TX 76424

CERTIFIED MAIL – 9589 0710 5270 0626 7792 71
RETURN RECEIPT REQUESTED

NOTICE OF HEARING REGARDING PROPERTY LOCATED AT 1214 W. 4th, Breckenridge, TX 76424

Dear Mr. & Mrs. Garcia,

- It is our understanding that you or your company may have a lien on the property identified above. On June 13, 2023, the owner of the property was notified that I made an initial determination that the building on the property located at 1214 W. 4th – Mountain Heights Addition, Block 7, Lot 10, is a dangerous building because it does not meet minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

Because the owner failed to respond as requested or to abate the conditions on the property, the City Commission of the City of Breckenridge will conduct a **public hearing on October 17, 2023 at 5:30 PM at 105 North Rose Avenue, Breckenridge, Texas** to make a final determination regarding whether or not the building on the property is dangerous and must be secured or vacated; whether occupants must be relocated; and whether the building must be demolished or removed from the property and, upon any such determination, may issue an order for remedy of the conditions on the property based on its findings.

Any and all persons interested in the above-referenced item(s) may appear at such hearing, be heard, and present evidence in reference to the condition of the building. **At this hearing, any owner or lienholder will have the burden of proving that the building is not dangerous. If, at this hearing, any owner or lienholder allege that the building can be repaired to meet the minimum standards, the owner or lienholder making such allegation is required to submit proof of the scope of work that may be required to bring the building into compliance with the minimum standards and the amount of time it will take to reasonably perform the work.**

If you have any questions, please contact me at 254-559-8287 during regular business hours.

Sincerely,

Malcolm Bufkin
Code Enforcement Official
City of Breckenridge



City of Breckenridge

June 13, 2023

Elias M. Huapilla
1214 W. 4th
Breckenridge, TX 76424

CERTIFIED MAIL – 7018 3090 0002 1075 4870
RETURN RECEIPT REQUESTED

Re: Real property located at **1214 W. 4th**, Breckenridge, Texas

Dear Citizen,

Pursuant to Section 5-8(c) of the Breckenridge Code of Ordinances, you are hereby given notice that I have made an initial determination that the building located on property you own or have an interest in at **1214 W. 4th – Mountain Heights Addition, Block 7, Lot 10**, is a dangerous building because it does not meet the minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

The building does not meet the minimum standards contained in Section 5-5 of the Breckenridge Code of Ordinances for the following reasons:

- Section 5-5(1)(a): The building does not meet the minimum standards because it has rotted or decayed roof, ceiling, floors, walls, sills, windows, foundation, or any combination thereof. It is uninhabitable due to obsolescence and/or deterioration caused by neglect.
- Section 5-5(1)(c): The building is a fire menace because it is in a dilapidated condition.
- Section 5-5(1)(d): The building is in unsanitary condition and likely to create disease because of the presence of insects, rodents, or vermin.
- Section 5-5(1)(g): The building has holes, cracks, or other defects in it, thereby constituting a danger to persons or property.
- Section 5-5(2): The building is not occupied by its owners, lessees or other invitees and is not secure from unauthorized entry so that it could be entered or used by uninvited persons or children regardless of its structural condition.

You are, hereby, notified that the building described above is a dangerous building and that you must vacate and/or repair, demolish, or remove the building for the health, safety, and welfare of the community, immediately. The city will appreciate your prompt cooperation in addressing this matter.

If you do not reply or take action within 15 days of the date of this letter, I will request a public hearing before the City Commission for a final determination that building is a dangerous building. If the City Commission makes a final determination that the building is a dangerous building, the City Commission may enter an order requiring that you perform specified actions within a certain time frame.

If you have any questions, you may call me at 254-559-8287.

Sincerely,

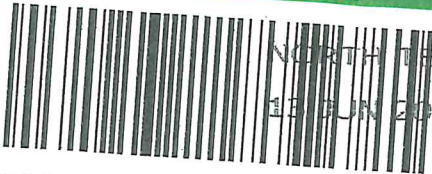
A handwritten signature in cursive script, appearing to read "Malcolm Bufkin".

Malcolm Bufkin
Code Enforcement Official
City of Breckenridge



City of Breckenridge
105 N. ROSA
BRECKENRIDGE, CO

CERTIFIED MAIL

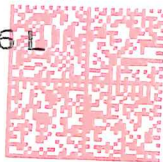


NORTH TEXAS TX 750

13 JUN 2023 PM 6 L

7018 3090 0002 1075 4870

FIRST-CLASS



US POSTAGE



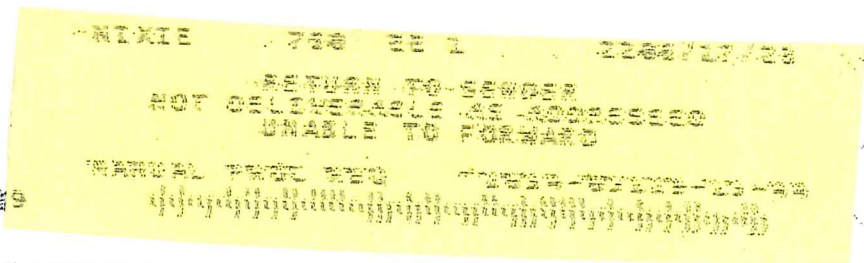
ZIP 76424
02 7H
0006099463
\$ 008.10
JUN 13 2023

✓

BC
7-1-23

June 13, 2023

Elias M. Huapilla
1214 W. 4th
Breckenridge, TX 76424



7018 3090 0002 1075 4870

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

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OFFICIAL USE

Certified Mail Fee	\$ 4.15
Extra Services & Fees (check box, add fees as applicable)	\$ 3.35
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage	\$.60
Total Postage and Fees	\$ 8.10

Sent to	Elias M. Huapilla
Street and Apt. No., or PO Box No.	1214 W. 4 th
City, State, ZIP+4	Breckenridge TX 76424

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions





1214 W. 4th

Dangerous Building Violation Checklist

Address 213 Pembroke

Date July 18, 2023

- ☐ Roof, ceiling, floors, walls, sills, windows or foundation or any combination thereof rotted or decayed and falling apart
- ☒ Uninhabitable due to obsolescence and/or deterioration caused by neglect, vandalism, fire damage, old age or the elements
- ☒ Unsanitary and/or damp condition and is likely to create disease because of the presence of insects, rodents or vermin
- ☒ Likely to become a fire menace or be set on fire
- ☐ Danger of falling and injuring persons or property
- ☐ Does not contain a minimum floor area of at least one hundred fifty (150) square feet of floor space for one occupant and one hundred (100) square feet of floor space for each additional occupant
- ☐ Contains holes, cracks or other defects in it, or does not have railings for stairs, steps, balconies, porches and elsewhere
- ☐ Is not weathertight and watertight or does not have a moisture-resistant finish or material for the flooring or subflooring of each bathroom, shower room and toilet room
- ☐ Does not have exterior windows and doors that are easily opened to provide air ventilation and are covered with screens for keeping out insects and each opening of the structure, or air conditioning equipment capable of maintaining a maximum inside temperature of 85 degrees Fahrenheit or twenty degrees lower than the outside temperature, which is warmer, between April 16 and October 31 of each year
- ☒ Does not have operating supply lines for electrical service, if electric service is available within three hundred feet of the building, or that does not have operating electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures
- ☒ Constitutes a danger to the public even though secured from entry or the means used to secure the building are inadequate to prevent unauthorized entry or use of the building
- ☐ Unoccupied buildings that are not secure from unauthorized entry
- ☐ Occupied buildings that do not have in operating condition a connection to discharge sewage from the structure or land into a public sewer system, a toilet connected to a water source and to a public sewer system, connection to portable water at adequate pressure and a kitchen sink, bathtub or shower, and lavatory connected to a cold and hot water source
- ☐ Occupied buildings that do not have in operating condition heating equipment capable of maintaining a minimum inside temperature of 68 degrees Fahrenheit between November 1 and April 15 of each year in each room

If a structure is not structurally unsound, an asbestos inspection and possible abatement of regulated asbestos containing materials (RACM) may be required before demolishing the structures.

Notes: Unlept
abandoned after remodel permit issued



City of Breckenridge

October 2, 2023

JP Investment Solution LLC
7606 Pyrite Dr.
Killeen, TX 76542

CERTIFIED MAIL-9589 0710 5270 0626 7767 51
RETURN RECEIPT REQUESTED

NOTICE OF HEARING REGARDING PROPERTY LOCATED AT 213 Pembroke, Breckenridge, TX 76424

To Whom It May Concern,

On July 18, 2023, you were notified that I made an initial determination that the building on property you own located at 213 Pembroke – Country Club Estates Addition, Block A, Lot 14, is a dangerous building because it does not meet minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.



Because you failed to respond as requested or to abate the conditions on the property, the City Commission of the City of Breckenridge will conduct a **public hearing on October 17, 2023 at 5:30 PM at 105 North Rose Avenue, Breckenridge, Texas** to make a final determination regarding whether or not the building on the property is dangerous and must be secured or vacated; whether occupants must be relocated; and whether the building must be demolished or removed from the property and, upon any such determination, may issue an order for remedy of the conditions on the property based on its findings.

Any and all persons interested in the above-referenced item may appear at such hearing, be heard, and present evidence in reference to the condition of the building. **At this hearing, you will have the burden of proving that the building is not dangerous. If, at this hearing, you will allege that the building can be repaired to meet the minimum standards, you are required to submit proof of the scope of work that may be required to bring the building into compliance with the minimum standards and the amount of time it will take to reasonably perform the work.**

If you have any questions, please contact me at 254-559-8287 during regular business hours.

Sincerely,

Wesley Turner
Code Enforcement Official
City of Breckenridge

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature  <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by <i>(Printed Name)</i> <input type="checkbox"/> C. Date of Delivery <i>10/6/23</i></p>
<p>1. Article Addressed to:</p> <p><i>PP Investment Solution LLC</i> <i>7606 Pryite Dr.</i> <i>Killeen, TX 76542</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p></p> <p>9590 9402 8064 2349 2361 04</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>2. Article Number <i>(Transfer from service label)</i></p> <p>9589 0710 5270 0626 7767 51</p>	
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>



City of Breckenridge

October 2, 2023

Bryan A. Lee
258 CR 375
Woodson, TX 76491

CERTIFIED MAIL – 9589 0710 5270 0626 7767 20
RETURN RECEIPT REQUESTED

NOTICE OF HEARING REGARDING PROPERTY LOCATED AT 213 Pembroke, Breckenridge, TX 76424

Dear Mr. Lee,

It is our understanding that you or your company may have a lien on the property identified above. On July 18, 2023, the owner of the property was notified that I made an initial determination that the building on the property located at 213 Pembroke – Country Club Estates Addition, Block A, Lot 14, is a dangerous building because it does not meet minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

Because the owner failed to respond as requested or to abate the conditions on the property, the City Commission of the City of Breckenridge will conduct a **public hearing on October 17, 2023 at 5:30 PM at 105 North Rose Avenue, Breckenridge, Texas** to make a final determination regarding whether or not the building on the property is dangerous and must be secured or vacated; whether occupants must be relocated; and whether the building must be demolished or removed from the property and, upon any such determination, may issue an order for remedy of the conditions on the property based on its findings.


Any and all persons interested in the above-referenced item(s) may appear at such hearing, be heard, and present evidence in reference to the condition of the building. **At this hearing, any owner or lienholder will have the burden of proving that the building is not dangerous. If, at this hearing, any owner or lienholder allege that the building can be repaired to meet the minimum standards, the owner or lienholder making such allegation is required to submit proof of the scope of work that may be required to bring the building into compliance with the minimum standards and the amount of time it will take to reasonably perform the work.**

If you have any questions, please contact me at 254-559-8287 during regular business hours.

Sincerely,

Wesley Turner
Code Enforcement Official
City of Breckenridge

105 N. ROSE AVE. • BRECKENRIDGE, TX 76424-3531 • FAX # (254) 559-7322 • PHONE (254) 559-8287

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> <i>Bryan Lee</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p><i>Bryan A. Lee</i> <i>258 CR 375</i> <i>Woodson, TX 76441</i></p>  <p>9590 9402 8064 2349 2361 11</p>		<p>B. Received by (Printed Name) <i>Bryan Lee</i> C. Date of Delivery <i>10/5/23</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label)</p> <p>9589 0710 5270 0626 7767 20</p>		<p>3. Service Type</p> <p> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) </p> <p> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery </p>	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	



City of Breckenridge

July 18, 2023

JP Investment Solution LLC
7606 Pyrite Dr.
Killeen, TX 76542

CERTIFIED MAIL – 9589 0710 5270 0626 7790 80
RETURN RECEIPT REQUESTED

Re: Real property located at **213 Pembroke**, Breckenridge, Texas

Dear Citizen,

Pursuant to Section 5-8(c) of the Breckenridge Code of Ordinances, you are hereby given notice that I have made an initial determination that the building located on property you own or have an interest in at **213 Pembroke – Country Club Estates Addition, Block A, Lot 14**, is a dangerous building because it does not meet the minimum standards for buildings in the City of Breckenridge as established in Section 5-5 of the Breckenridge Code of Ordinances.

The building does not meet the minimum standards contained in Section 5-5 of the Breckenridge Code of Ordinances for the following reasons:

- Section 5-5(1): The building is dilapidated, substandard or unfit for human habitation and a hazard to public health, safety, and welfare.
- Section 5-5(3): The building is boarded up and constitutes a danger to the public even though secured from entry.

You are, hereby, notified that the building described above is a dangerous building and that you must vacate and/or repair, demolish, or remove the building for the health, safety, and welfare of the community, immediately. The city will appreciate your prompt cooperation in addressing this matter.

If you do not reply or take action within 15 days of the date of this letter, I will request a public hearing before the City Commission for a final determination that building is a dangerous building. If the City Commission makes a final determination that the building is a dangerous building, the City Commission may enter an order requiring that you perform specified actions within a certain time frame.

If you have any questions, you may call me at 254-559-8287.

Sincerely,

A handwritten signature in cursive script that reads "Wesley Turner". The signature is fluid and extends to the right with a long, sweeping underline.

Wesley Turner

Code Enforcement Official
City of Breckenridge

U.S. Postal Service™
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OFFICIAL

Certified Mail Fee \$ **4.35**

Extra Services & Fees (check box, add fees as appropriate)

☒ Return Receipt (hardcopy) \$ **3.55**

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$ **.87**

Total Postage and Fees \$ **8.77**

Sent To **JP Investment Solution LLC**

Street and Apt. No., or PO Box No. **7606 Pyrite Dr.**

City, State, ZIP+4® **Killeen, TX 76542**

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

BRECKENRIDGE, TX
 JUL 18 2023
 USPS-76424

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p>JP Investment Solution LLC 7606 Pyrite Dr. Killeen, TX 76542</p> <p>9590 9402 8064 2349 2367 15</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>AUG 21 2023</p>
<p>2. Article Number (Transfer from service label)</p> <p>9589 0710 5270 0626 7790 80</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>

213 Pembroke



The city commission shall have the power and duty to:

- (1) Require the reduction in occupancy load of an overcrowded structure or vacation of a structure that is hazardous to the health, safety, and welfare of the occupants;
- (2) Permit the repair of a substandard structure as an alternative to demolition of the structure; or
- (3) Require the demolition of structures found to be substandard.
- (4) Require the removal of personalty from a structure ordered vacated or demolished. Removal may be accomplished by use of city forces or a private transfer company if the owner of the personalty is not known, the whereabouts of the owner cannot be ascertained, or the owner fails to remove the personalty. The building and standards commission may cause any personalty removed to be stored in the care and custody of a bonded warehouse facility. Cost of removal and storage is the responsibility of the owner of the personalty;
- (5) Require that a vacant structure or vacant portion of a structure constituting a hazard be securely closed and made safe;
- (6) Grant a variance when, in the opinion of the city commission, a literal interpretation of the city's housing standards regulations would result in an imposition of an unnecessary or unreasonable hardship;
- (7) Interpret the provisions of this article in a way so as to carry out their intent and purpose and propose and carry forward amendments to the city's housing standards regulations; and
- (8) Enforce any and all ordinances of the city authorizing or subject to quasi-judicial enforcement under section 54.032 of the Local Government Code.

Sec. 5-11. - Order to abate.

(a) If it is found at the public hearing that the building is in violation of the minimum standards, one (1) of the following orders or any combination thereof may be issued by the city commission:

- (1) An order to secure or vacate the building and relocate occupants; or
- (2) If it is determined that the order provided for in subsection (a)(1) above is not sufficient to protect the public health, safety or welfare, an order may be issued to repair, demolish or remove the building within a reasonable time.

(b) The city shall promptly mail by certified mail, return receipt requested, a copy of any order issued pursuant to subsection (a) of this section to the owner of record of the building and to any lienholder or mortgagee along with a notice containing an identification of the building and the property on which it is located; a description of the violation(s) of the minimum standards; and a statement that the municipality will secure, vacate, repair, remove or demolish the building if the ordered action is not taken by the owner within a reasonable time.

(c) The order shall allow the owner thirty (30) days to complete the ordered action, unless it is determined from the evidence presented at the public hearing that additional time is required. If more than thirty (30) days is allowed to repair, remove or demolish the building, specific time schedules shall be established for the commencement and performance of the work.

(d) The order shall also state that any lienholders or mortgagees of the building and/or the underlying property shall have an additional thirty (30) days to complete the ordered action if the owner fails to comply within the time allotted in subsection (c) above.

(e) The owner, lienholder or mortgagee may not be allowed more than ninety (90) days to complete any part of the work required, remove or demolish the building unless the requirements of Texas Local Government Code section 214.001(k) are met.

Sec. 5-16. - Expense; lien.

(a) All expenses of vacating, securing, repairing, removing, demolition, or the relocation of occupants of a building are the responsibility of the owner of the property.

(b) If an owner or other interested party does not vacate, secure, repair, remove, demolish, or relocate occupants of a building within the time allotted in an order issued pursuant to this article, the city may take the ordered action at its expense at the direction of the city manager. If the city repairs the building, such repairs shall only be to the extent required to meet minimum standards and only if the building is a residential building with ten (10) or fewer dwelling units.

(c) As an alternative to subsection (b), a civil penalty may be assessed against the property owner for failure to repair, remove or demolish the building. A notice of penalty shall be mailed by certified mail, return receipt requested, to the property owner advising the amount and duration of the penalty, the date on which it is due, and notice that failure to pay said penalty shall result in a lien being placed on the property.

(d) In addition to subsections (b) and (c) above, the city may assess and recover a civil penalty against a property owner at the time of the hearing for violations of this article, pursuant to Texas Local Government Code section 214.0015.

(e) Any expenses incurred by the city pursuant to subsection (b) of this section and any civil penalties incurred by the owner pursuant to subsections (c) and (d) of this section will be assessed as a lien against the property on which the building stands or stood. The city will have a privileged lien upon filing same in the official public records of the county clerk subordinate only to tax liens against the property unless it is a homestead as protected by the state constitution. The lien will be extinguished if the property owner or other interested party reimburses the city for all expenses and penalties.

Sec. 5-17. - Voluntary conveyance of property to city for demolition.

(a) Upon approval by the city commission and a determination by the city commission that a certain property has value to the city, the city may take possession of property on which there is located a building that the owner has been ordered to demolish; this requires conveyance of the property by deed to the city and may require payment by the property owner for some portion of the demolition and disposal or the administrative costs associated with the conveyance and demolition. The terms of this type of agreement must be reduced to writing, to be signed by both parties, and approved and accepted by the city commission prior to conveyance.

(b) The city is permitted to dispose of certain demolition waste in a city disposal facility owned and operated by the city under permit by Rule No. 9000 issued to the city by the Texas Commission on Environmental Quality under 30 Texas Administrative Code section 330.7(i). In accordance with state law, in order to dispose of the demolition waste in the permit-by-rule city disposal facility, the city must acquire ownership of the property on which the demolition waste is located prior to disposing of the demolition waste in the city disposal facility and must require the donor to provide clear evidence of the financial inability to demolish the structure and dispose of the waste. Any person wishing to convey property to the city under this section must provide a sworn statement and financial documentation sufficient to establish the financial inability to demolish the structure and dispose of the waste. The terms of this type of agreement must be reduced to writing, to be signed by both parties, and approved and accepted by the city commission prior to conveyance.



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

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

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

To ensure accuracy and transparency, especially as we are seeing an uptick in development, partnering with Stephens CAD to update the mapping on their website would be a valuable endeavor.

Stephens CAD contracts with BIS. While they are making progress on updating their GIS/mapping, their current shape files were drawn several years ago using older technology, both in the way of background imagery and sketching software. The result is that parcel lines on the website map are not accurate. For instance, on our current property on N Smith (below):



This budget amendment would allow us to equally split the estimated cost of \$15,000 with Stephens CAD to update the GIS maps within the city limits.

FINANCIAL IMPACT:

\$7,500

STAFF RECOMMENDATION:

Consider approval of the proposed budget amendment



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

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

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The owner is requesting assistance from the city to demolish the burned structure, which is now a dangerous building that fronts Walker. Our ordinances require the abatement of substandard and dangerous structures. To save the city from expending time and resources in pursuing the enforcement process against the Owner for the Owner's Substandard Structure, the attorney has drafted an agreement that would expedite the process. This agreement will allow city staff to assist with the demolition, providing the owner voluntarily agrees that the structure be demolished, and the owner will be responsible for providing roll-off containers at their expense.

FINANCIAL IMPACT:

Staff time and resources for demolition

STAFF RECOMMENDATION:

Consider approval of the agreement and authorize City Manager to execute the agreement.

AGREEMENT

This Agreement is hereby made and entered into this ____ day of October, 2023 (the “Effective Date”), by and between the City of Breckenridge, Texas, a municipal corporation whose mailing address is 105 N. Rose Avenue, Breckenridge, Texas, 76424 (the “City”), and Karol Dent, whose mailing address is 805 W. Walker, Breckenridge, Texas, 76424 (the “Owner”).

WHEREAS, Owner owns property described as Lots 3 and 4 of Block 15 of the Hanks Addition to the City of Breckenridge, Stephens County, Texas, commonly known as 805 W. Walker (the “Property”), which contains a structure which has become dilapidated due to a recent fire (the “Owner’s Structure”);

WHEREAS, Owner has requested assistance from the City in the form of labor of City crews to demolish the structure and to place the demolition debris into roll-off containers that the Owner will obtain and have disposed at Owner’s expense;

WHEREAS, the City requires the abatement of substandard structures, like the Owner’s Structure, pursuant to Chapter 5, Article I of the Breckenridge Code of Ordinances; and

WHEREAS, the City Commission of the City of Breckenridge finds that the City’s provision of labor to assist with the demolition of the Owner’s Structure in exchange for the Owner’s voluntary compliance with the provisions of Chapter 5, Article I of the Breckenridge Code of Ordinances will prevent the City from expending time and resources in pursuing the enforcement process against the Owner for the Owner’s Structure and that Owner’s voluntary removal of the demolition debris will correct prohibited conditions in a more expedient manner.

NOW, THEREFORE, in exchange for the mutual covenants contained herein, the City and the Owner agree as follows:

1. **Recitals.** The recitals and provisions recited above are hereby expressly incorporated into, and made a part of the Agreement, as though set out in full.
2. **Incentive Provided by City.** In exchange for the Owner’s performance under Section 3, below, the City agrees to provide labor to demolish the Owner’s Structure and place demolition debris into roll-off containers provided by Owner. The City Manager will determine when such labor shall be available to perform such services and shall coordinate with the Owner regarding schedule and access to the Property. The City shall have sole responsibility for the method and manner of demolishing the Owner’s Structure.
3. **Performance by Owner.** In exchange for the City’s provision of labor to demolish the Owner’s Structure, Owner agrees as follows:
 - a. The structure on the Property is dilapidated and the Owner voluntarily agrees that the structure should be demolished.
 - b. The Owner shall obtain roll-off containers, at Owner’s sole expense, which shall be delivered to the Property before the City begins demolition of the Owner’s Structure. The

Owner shall ensure that an adequate number of roll-off containers are provided on the day(s) on which the City performs the demolition.

c. The Owner shall ensure that all demolition debris shall be removed from the Property, in roll-off containers, within two (2) weeks of the day that the demolition is complete. Should Owner fail to do so, the Owner shall reimburse the City for the City's cost in demolishing the Owner's Structure within ten (10) days of receiving a demand from the City for the same. The City's costs shall include fuel, equipment usage, and wages for the City employee(s) performing the services.

4. **Warranties by Owner.** Owner certifies that Owner is the record title owner of the Property and of the Owner's Structure.

5. **Indemnification.** *Owner does hereby release, indemnify, defend and hold harmless the City and all of its officers, including the Mayor and City Commissioners, its agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses, attorney's fees, witness fees and/or cost of defending any such action or claim, or appeals, therefrom, arising out of, directly or indirectly, the City's demolition of the Owner's Structure or the use of the roll-off dumpster provided by the Owner under this Agreement.*

AGREED TO BY OWNER:

APPROVED BY CITY:

Karol Dent

Cynthia Northrop, City Manager



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding award of Public Works Facility RFP

Department: Admin/Public Works

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

A Request for Proposals (RFP) for PW Facilities was issued and published on September 20 & 27, 2023. One proposal was received on Friday, October 6, 2023. Proposal received below:

1. Donnie Sechrest-Total Bid \$231,900.00
 - a. 50'x150'x16' metal weld-up lean-to shed without a concrete slab. \$108,500.00
 - b. 50'x40'x14' metal weld-up shop on existing concrete slab. \$47,600.00
 - c. 50'x40'x14' metal weld-up shop on new 7-inch-thick concrete slab. \$75,800.00

FINANCIAL IMPACT:

PW Facility project will be funded from Certificates of Obligation Series 2023.

STAFF RECOMMENDATION:

Consider awarding bid to lowest and best bid: Donnie Sechrest

CITY OF BRECKENRIDGE

Metal Building Construction Improvements

The City of Breckenridge (Owner) is accepting proposals for the 2023 Metal Building Construction Improvements project. Proposals for construction of the Project will be received at the **Breckenridge City Hall** located at **105 North Rose Avenue, Breckenridge, Texas 76424**, until **Friday, October 6, 2023 at 10:00 a.m.** local time, submissions should be given to the City Clerk for recording of date and time stamp.

The RFP may be obtained at City Hall and from the City website at https://cms2.revize.com/revize/breckenridge/departments/city_secretary/public_notices.php. Proposer may examine the RFP at City Hall, located at 105 Rose Avenue, Breckenridge, Texas 76424, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

SCOPE OF PROJECT:

The selected Respondent to this Request for Proposals (RFP) shall be responsible for material, labor and all associated costs for the following metal building construction improvements:

- A) Material, labor and all associated costs for completion of a 50'x150'x16' metal weld up lean-to shed with a native soil floor. The building shall have 30' bays and all iron is to be primed. Metal sheeting is to be 26 gauge "R" panel with 30-year manufacturer warranty against fading. The structure is to be fully trimmed with gutters and downspouts. At minimum, the concrete foundation piers shall be 18" diameter and 36" deep with rebar cage and 3,500 psi concrete.

The electrical work will include all necessary upgrades and/or improvements (wiring, conduit, breakers, panels, etc.) necessary to provide:

- a. A minimum of six (6) 110V receptacles located on each end of the structure and one in the middle.
 - b. A minimum of four (4) LED flood/security lights.
- B) Material, labor and all associated costs for completion of a 50'x40'x14' weld up metal shop on an existing concrete slab. Metal building to include one (1) roll up 14'x14' door and one (1) 3'x7' door. Each roll up door shall include a 10-foot concrete approach ramp that is a minimum of 3,500 psi compressive strength, 7-inches thick, reinforced with #4 steel bars at 18-inch on center each way (O.C.E.W), and four (4) feet wider than the roll up door.

Metal sheeting is to be 26 gauge "R" panel with 30-year manufacturer warranty against fading. The structure is to be fully trimmed with gutters and downspouts.

The electrical work will include all necessary upgrades and/or improvements (wiring, conduit, breakers, panels, etc.) necessary to provide:

- a. A minimum of eight (8) 110V receptacles and located so that two (2) are on each wall.
 - b. A minimum of four (4) LED flood/security lights.

- C) Material, labor and all associated costs for completion of a 50'x40'x14' weld up metal shop on a new concrete slab. The concrete slab shall be a minimum of 3,500 psi compressive strength, 7-inches thick, and reinforced with #4 steel bars at 18-inch on center each way (O.C.E.W). Metal building to include one (1) roll up 14'x14' door and one (1) 3'x7' door. Each roll up door shall include a 10-foot concrete approach ramp that is a minimum of 3,500 psi compressive strength, 7-inches thick, reinforced with #4 steel bars at 18-inch on center each way (O.C.E.W), and four (4) feet wider than the roll up door.

Metal sheeting is to be 26 gauge "R" panel with 30-year manufacturer warranty against fading. The structure is to be fully trimmed with gutters and downspouts.

The electrical work will include all necessary upgrades and/or improvements (wiring, conduit, breakers, panels, etc.) necessary to provide:

- a. A minimum of eight (8) 110V receptacles and located so that two (2) are on each wall.
- b. A minimum of four (4) LED flood/security lights.
- c. A 220V receptacle for welding machine. Location to be determined by City.

PROPOSAL PROCESS:

1. A pre-proposal conference will not be held for this RFP.
2. Questions pertaining to the Requests for Proposal (RFP's) shall be submitted to the City Manager, in writing, no later than **5:00 P.M. on Friday, September 29, 2023**. The City Manager's contact information is:

Cynthia Northrop
cnorthrop@breckenridgetx.gov
254-246-1963
105 North Rose Avenue, Breckenridge, TX 76424

3. Proposal contents and cost tabulations will not be disclosed until the evaluation process is completed.
4. Proposals shall be subject to acceptance for a period of 90 days from the proposal closing date.

EVALUATION OF PROPOSALS:

The City intends to procure a Contractor to complete metal building construction improvements. In determining best value for the City, the City may consider:

- purchase price;
- reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;

- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's good or services; and
- Compliance with all bid requirements, delivery and needs of the City are considerations in evaluating bids. The City reserves the right to contact any offer or, at any time, to clarify, verify or request information with regard to any bid.

PUBLIC INFORMATION:

1. The City will select the proposal that is the best value for the City for the 2023 Metal Building Construction Improvements project.
2. It is of utmost importance that the requested information be submitted with your Proposal. The approved contractor must be qualified to work in Stephens County, hold insurance and have bonding capacity for the scope. Failure to submit any of the required information may result in your firm being disqualified from the Selection Process.
3. The City reserves the right to reject all proposals, to waive minor defects or technicalities, or to solicit new proposals for the same project or a modified project that may include portions of the originally proposed project as the City may deem necessary.
4. The City reserves the right to negotiate with selected proposer on pricing and additional related work.
5. The City reserves the right to complete all of the work indicated, a portion of the work indicated, or none of the work indicated.
6. The contract between the City and the selected Contractor shall not be considered accepted, approved or otherwise effective until the legally required approvals and certifications have been given.
7. The City shall not be liable for any costs associated with design- or construction- related activities on this Project that have occurred prior to the issuance by the City of a Notice to Proceed.
8. Questions during the RFP period should be directed to:

Cynthia Northrop, City Manager
 City of Breckenridge, Texas
 105 North Rose Avenue
 Breckenridge, Texas 76424
 Phone: (254) 559-8287
cnorthrop@breckenridgetx.gov

**CITY OF BRECKENRIDGE
REQUEST FOR PROPOSALS FOR
METAL BUILDING CONSTRUCTION IMPROVEMENTS
BID PROPOSAL SHEET**

This Bid Proposal Sheet shall be completed in full. All blank spaces for proposal items shall be filled in, in ink or typewritten, and the Sheet shall be fully completed and executed when submitted.

As part of its Proposal document, the Respondent may offer alternate proposal items or terms that in its assessment may serve to benefit the Owner and facilitate the completion of the project as desired by the Owner. Such items are subject to the Owner's acceptance.

**BID PROPOSAL
FOR LABOR, MATERIAL, EQUIPMENT, AND INCIDENTALS:**

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
A	1 LS	Furnish and install 50'x15'x16' metal weld-up lean to shed on a native soil floor including all labor, electrical, equipment and materials, as specified in the scope of project, for _____ Dollars		\$ _____
B	1 LS	Furnish and install 50'x40'x14' metal weld-up shop on an existing concrete slab including all labor, electrical, equipment and materials, as specified in the scope of project, for _____ Dollars and _____ Cents per lump sum.		\$ _____
C	1 LS	Furnish and install 50'x40'x14' metal weld-up shop on a <u>new 7-inch thick concrete slab</u> including all labor, electrical, equipment and materials, as specified in the scope of project, for _____ Dollars and _____ Cents per lump sum.		\$ _____

Respectfully Submitted (Proposer): _____

By: _____

In submitting this Proposal, Proposer represents, as set forth in the Agreement, that:

- A. Proposer has examined and carefully studied the Documents, the other related data identified in the Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Proposer certifies Proposer is qualified to do business in the state where the Project is located as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.
- C. The Proposer shall provide values for specific performance parameters for the equipment being proposed. The Proposer understands and agrees that the values stated in this Section for the associated performance parameters will be compared to the performance standards required in the equipment specifications. Proposers understand and agree to guarantee the performance values stated herein for the equipment proposed in accordance with the guidelines specified herein.
- D. Proposer understands and agrees that this Proposal shall form the basis for an agreement with the Owner. Therefore, the Proposer agrees to enter into an agreement to perform and furnish all Work as specified for the amount indicated in this Proposal and in accordance with the other terms and conditions of these RFP Documents.
- E. Proposer accepts all of the terms and conditions of these RFP Documents. This Proposal shall remain subject to acceptance for a period of 90 days after the day of opening.
- F. Proposer has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Documents, and the written resolution thereof by Engineer is acceptable to Proposer.
- G. The RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.

**CITY OF BRECKENRIDGE
REQUEST FOR PROPOSALS FOR
METAL BUILDING CONSTRUCTION IMPROVEMENTS
BID PROPOSAL SHEET**

This Bid Proposal Sheet shall be completed in full. All blank spaces for proposal items shall be filled in, in ink or typewritten, and the Sheet shall be fully completed and executed when submitted.

As part of its Proposal document, the Respondent may offer alternate proposal items or terms that in its assessment may serve to benefit the Owner and facilitate the completion of the project as desired by the Owner. Such items are subject to the Owner's acceptance.

**BID PROPOSAL
FOR LABOR, MATERIAL, EQUIPMENT, AND INCIDENTALS:**

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
A	1 LS	Furnish and install 50'x15'x16' metal weld-up lean to shed on a native soil floor including all labor, electrical, equipment and materials, as specified in the scope of project, for <u>One hundred - eight thousand, five hundred</u> dollars, and 00 cents. _____ Dollars and _____ Cents per lump sum.	\$108,500.00	\$ 108,500.00
B	1 LS	Furnish and install 50'x40'x14' metal weld-up shop on an <u>existing concrete slab</u> including all labor, electrical, equipment and materials, as specified in the scope of project, for <u>Forty-seven thousand, six hundred,</u> and 00 cents. _____ Dollars and _____ Cents per lump sum.	\$47,600.00	\$ 47,600.00
C	1 LS	Furnish and install 50'x40'x14' metal weld-up shop on a <u>new 7-inch thick concrete slab</u> including all labor, electrical, equipment and materials, as specified in the scope of project, for <u>Seventy-five thousand, eight hundred,</u> and 00 cents. _____ Dollars and _____ Cents per lump sum.	\$75,800.00	\$ 75,800.00

Respectfully Submitted (Proposer): _____

By: Donnie Sechrest Donnie Sechrest

In submitting this Proposal, Proposer represents, as set forth in the Agreement, that:

- A. Proposer has examined and carefully studied the Documents, the other related data identified in the Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

Request for Proposals
City of Breckenridge
Metal Building Construction Improvements

From: Donnie Sechrest <donnie@sechrestconstruction.com>

Sent: Thursday, October 12, 2023 11:58 AM

To: Todd Henderson <thenderson@breckenridgetx.gov>

Cc: Cynthia Northrop <cnorthrop@breckenridgetx.gov>

Subject: Re: PW Facility RFP

To all. I Donnie Sechrest recognized that there was a typo on the bid sheet for the lean to shed. The estimate I gave for it was for 50'X150'X16'. Thank y'all.

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BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Mobile Food Truck Ordinance Update

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Our current Mobile Food Truck Ordinance requires City Commission approval. Commissioners requested staff bring an update to the ordinance to process Mobile Food Truck requests at the staff level when applicable and appropriate criteria have been met.

Mobile Food Truck requirements are addressed in Chapter 13 – Occupational Licenses and Regulations, Article IV, Section 13-76. The update requires Mobile Food Trucks to submit a permit application, meet city and state requirements (be licensed), and be approved by the city manager.

There are also some changes in this Ordinance to amend Section 13-61 to add definitions regarding food trucks. These definitions were previously adopted by the original food truck ordinance from 2018 but were unintentionally deleted when a later ordinance added more changes to Section 13-61. Adding these definitions back into the Code will help clarify food truck permitting requirements.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Approve Ordinance 23-18 as presented.

ORDINANCE NO. 23-18

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS AMENDING CHAPTER 13 “OCCUPATIONAL LICENSES AND REGULATIONS”, ARTICLE IV “PEDDLERS, ITINERANT VENDORS, SOLICITORS AND CANVASSERS” TO REVISE SECTION 13-61 “DEFINITIONS” TO ADD DEFINITIONS REGARDING MOBILE FOOD UNITS AND SECTION 13-76 “MOBILE FOOD UNITS” TO ALLOW FOR THE CITY MANAGER TO APPROVE THE PARKING OF MOBILE FOOD UNITS ON CITY STREETS; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City may regulate certain businesses pursuant to Section 3.24 of the City’s Charter;

WHEREAS, pursuant to this authority, the City Commission of the City (the “City Commission”) adopted Ordinance No. 18-03 on February 6, 2018 to amend Article IV “Peddlers, Itinerant Vendors, Solicitors and Canvassers” to add Section 13-76 “Mobile Food Units” to allow for food trucks within the City and to allow for food trucks on public property in connection with special events approved by the City Commission and to amend Section 13-61 “Definitions” to provide definitions relating to mobile food units;

WHEREAS, food trucks are increasing in popularity within the City and the City Commission finds it would aid in the efficiency of governmental operations to allow for the City Manager, rather than the City Commission, to approve the parking of food trucks on City streets generally;

WHEREAS, on November 16, 2018, the City Commission adopted Ordinance No. 18-20 to adopt amendments of Article IV “Peddlers, Itinerant Vendors, Solicitors and Canvassers” regarding panhandling, including amendments to Section 13-61 “Definitions”;

WHEREAS, because Ordinance No. 18-03 was not yet codified at the time of the adoption of Ordinance No. 18-20, Ordinance No. 18-20 inadvertently omitted the changes to Section 13-61 “Definitions” that were made by Ordinance No. 18-03; and

WHEREAS, the City Commission wishes to correct Section 13-61 to include definitions relating to mobile food units.

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

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

II. **Amendment of Section 13-61.** Chapter 13 “Occupational Licenses and Regulations”, Article IV “Peddlers, Itinerant Vendors, Solicitors and Canvassers”, Section 13-61 “Definitions” is hereby amended in its entirety to read as follows:

Sec. 13-61. Definitions.

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

(a) *Canvasser* is a person who attempts to make personal contact with a person at his/her residence, business, or upon the public right-of-way without prior specific invitation from or appointment with the person, for the primary purpose of: (1) attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue, or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause, or (2) distributing a handbill or flyer advertising a noncommercial event or service.

(b) *Handbill* or *flyer* means and includes any printed or written matter, any sample or device, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter or literature.

(c) *Itinerant vendor* is a person, whether a resident of the city or not, who sets up and operates and temporary business on privately owned property, whether improved or unimproved, in the city, soliciting, selling, or taking orders for, or offering to sell or take orders for, any goods or services. A temporary business is one that continues for ninety (90) days or less; and, exists whether solicitation is from a stand, vehicle, or freestanding. **The term “itinerant vendor” shall not include a mobile food vendor.**

(d) ***Mobile food unit* means and includes a mobile food truck (a self-contained motorized unit from which a mobile food vendor offers for sale or sells edible goods to the public), a concession cart (a mobile vending unit that must be moved by non-motorized means from which a mobile food vendor offers for sale or sells edible goods to the public), or a concession trailer (a vending unit that is pulled by a motorized unit and has no power to move on its own from which a mobile food vendor offers for sale or sells edible goods to the public).**

(e) ***Mobile food vendor* means a person that sells edible goods from a mobile food unit within the City.**

(f) *Parkway* means the area between the edge of the designated street and the adjacent owner’s property line.

(g) *Peddler* is a person, whether a resident of the city or not, traveling from house to house or from street to street, who attempts to make contact with a person at his/her residence, business, or upon the public right-of-way without prior specific invitation from or appointment with the person for the primary purpose of attempting to sell a good or service. The word “peddler” shall include the term “solicitor”. The word “peddler” shall not include individuals traveling to businesses, houses, or places at the invitation of the resident or owner.

(h) *Solicitor* is a person, whether a resident of the city or not, who attempts to make contact with a person at his/her residence, business, or upon the public right-of-way without prior specific

invitation from or appointment with the person for the primary purpose of distributing a handbill or flyer advertising a commercial event or service or soliciting donations or funds for a commercial, for-profit event or business.

(i) *Street* means the portion of the street that is paved, designated, or used for vehicular traffic, and all areas dedicated to public use for public street purposes, including parkways, alleys, and sidewalks.

(j) *Traffic island* means a barrier within a street to exclude vehicles, designated for the purpose of separating or direction streams of vehicular traffic.

III. Amendment of Section 13-76. Chapter 13 “Occupational Licenses and Regulations”, Article IV “Peddlers, Itinerant Vendors, Solicitors and Canvassers”, Section 13-76 “Mobile Food Units” is hereby amended in its entirety to read as follows:

Sec. 13-76. Mobile Food Units.

(a) Permit Required. No person shall act as a mobile food vendor within the city without first obtaining a mobile food unit permit.

(1) Permit Application. A mobile food vendor must make a written application for a mobile food unit permit on forms provided by the City and available at City Hall. The application must contain the name and address of each applicant and, the location and type of proposed mobile food unit. A permit fee, as established by the City Commission and set out in the General Fee Schedule, shall be included with the application.

(2) Term; Renewal. Each permit shall be good for one year from the date of issuance. The mobile food vendor may renew the permit by paying a renewal fee, as established by the City Commission and set out in the General Fee Schedule, on or before the anniversary date of the issuance of the permit.

(3) Waiver of Fee. A mobile food vendor that is a non-profit corporation may receive a waiver of the permit fee upon providing written proof of the vendor’s tax-exempt status.

(4) Revocation; Appeal. A mobile food permit may be revoked, and such revocation may be appealed, pursuant to Sections 13-67 and 13-68 of this Article.

(b) State law. Every mobile food vendor shall ensure that the vendor’s mobile food unit complies with any and all applicable state law regarding mobile food establishments.

(c) Location of Mobile Food Unit.

(1) Mobile food units may be parked on private property, with the written permission of the property owner.

(2) Mobile food units may not park on any public street, alley or traffic island, unless:

(A) The mobile food unit has submitted a permit application, complies with requirements of this article, and has been ~~is participating in a special event approved~~ by the City Commission Manager; or

(B) The mobile food unit is an ice cream vehicle or snow cone truck remaining in one location on a public street or on public facilities for less than fifteen minutes.

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

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

VI. Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Commission.

The above and foregoing ordinance was duly proposed, read in full and adopted on the 24th day of October, 2023 at a regular meeting of the City Commission.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L

ORDINANCE NO. 23-18

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS AMENDING CHAPTER 13 “OCCUPATIONAL LICENSES AND REGULATIONS”, ARTICLE IV “PEDDLERS, ITINERANT VENDORS, SOLICITORS AND CANVASSERS” TO REVISE SECTION 13-61 “DEFINITIONS” TO ADD DEFINITIONS REGARDING MOBILE FOOD UNITS AND SECTION 13-76 “MOBILE FOOD UNITS” TO ALLOW FOR THE CITY MANAGER TO APPROVE THE PARKING OF MOBILE FOOD UNITS ON CITY STREETS; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City may regulate certain businesses pursuant to Section 3.24 of the City’s Charter;

WHEREAS, pursuant to this authority, the City Commission of the City (the “City Commission”) adopted Ordinance No. 18-03 on February 6, 2018 to amend Article IV “Peddlers, Itinerant Vendors, Solicitors and Canvassers” to add Section 13-76 “Mobile Food Units” to allow for food trucks within the City and to allow for food trucks on public property in connection with special events approved by the City Commission and to amend Section 13-61 “Definitions” to provide definitions relating to mobile food units;

WHEREAS, food trucks are increasing in popularity within the City and the City Commission finds it would aid in the efficiency of governmental operations to allow for the City Manager, rather than the City Commission, to approve the parking of food trucks on City streets generally;

WHEREAS, on November 16, 2018, the City Commission adopted Ordinance No. 18-20 to adopt amendments of Article IV “Peddlers, Itinerant Vendors, Solicitors and Canvassers” regarding panhandling, including amendments to Section 13-61 “Definitions”;

WHEREAS, because Ordinance No. 18-03 was not yet codified at the time of the adoption of Ordinance No. 18-20, Ordinance No. 18-20 inadvertently omitted the changes to Section 13-61 “Definitions” that were made by Ordinance No. 18-03; and

WHEREAS, the City Commission wishes to correct Section 13-61 to include definitions relating to mobile food units.

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

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

II. Amendment of Section 13-61. Chapter 13 “Occupational Licenses and Regulations”, Article IV “Peddlers, Itinerant Vendors, Solicitors and Canvassers”, Section 13-61 “Definitions” is hereby amended in its entirety to read as follows:

Sec. 13-61. Definitions.

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

- (a) *Canvasser* is a person who attempts to make personal contact with a person at his/her residence, business, or upon the public right-of-way without prior specific invitation from or appointment with the person, for the primary purpose of: (1) attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue, or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause, or (2) distributing a handbill or flyer advertising a noncommercial event or service.
- (b) *Handbill* or *flyer* means and includes any printed or written matter, any sample or device, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter or literature.
- (c) *Itinerant vendor* is a person, whether a resident of the city or not, who sets up and operates and temporary business on privately owned property, whether improved or unimproved, in the city, soliciting, selling, or taking orders for, or offering to sell or take orders for, any goods or services. A temporary business is one that continues for ninety (90) days or less; and, exists whether solicitation is from a stand, vehicle, or freestanding. The term “itinerant vendor” shall not include a mobile food vendor.
- (d) *Mobile food unit* means and includes a mobile food truck (a self-contained motorized unit from which a mobile food vendor offers for sale or sells edible goods to the public), a concession cart (a mobile vending unit that must be moved by non-motorized means from which a mobile food vendor offers for sale or sells edible goods to the public), or a concession trailer (a vending unit that is pulled by a motorized unit and has no power to move on its own from which a mobile food vendor offers for sale or sells edible goods to the public).
- (e) *Mobile food vendor* means a person that sells edible goods from a mobile food unit within the City.
- (f) *Parkway* means the area between the edge of the designated street and the adjacent owner’s property line.
- (g) *Peddler* is a person, whether a resident of the city or not, traveling from house to house or from street to street, who attempts to make contact with a person at his/her residence, business, or upon the public right-of-way without prior specific invitation from or appointment with the person for the primary purpose of attempting to sell a good or service. The word “peddler” shall include the term “solicitor”. The word “peddler” shall not include individuals traveling to businesses, houses, or places at the invitation of the resident or owner.
- (h) *Solicitor* is a person, whether a resident of the city or not, who attempts to make contact with a person at his/her residence, business, or upon the public right-of-way without prior specific

invitation from or appointment with the person for the primary purpose of distributing a handbill or flyer advertising a commercial event or service or soliciting donations or funds for a commercial, for-profit event or business.

(i) *Street* means the portion of the street that is paved, designated, or used for vehicular traffic, and all areas dedicated to public use for public street purposes, including parkways, alleys, and sidewalks.

(j) *Traffic island* means a barrier within a street to exclude vehicles, designated for the purpose of separating or direction streams of vehicular traffic.

III. Amendment of Section 13-76. Chapter 13 “Occupational Licenses and Regulations”, Article IV “Peddlers, Itinerant Vendors, Solicitors and Canvassers”, Section 13-76 “Mobile Food Units” is hereby amended in its entirety to read as follows:

Sec. 13-76. Mobile Food Units.

(a) Permit Required. No person shall act as a mobile food vendor within the city without first obtaining a mobile food unit permit.

(1) Permit Application. A mobile food vendor must make a written application for a mobile food unit permit on forms provided by the City and available at City Hall. The application must contain the name and address of each applicant and, the location and type of proposed mobile food unit. A permit fee, as established by the City Commission and set out in the General Fee Schedule, shall be included with the application.

(2) Term; Renewal. Each permit shall be good for one year from the date of issuance. The mobile food vendor may renew the permit by paying a renewal fee, as established by the City Commission and set out in the General Fee Schedule, on or before the anniversary date of the issuance of the permit.

(3) Waiver of Fee. A mobile food vendor that is a non-profit corporation may receive a waiver of the permit fee upon providing written proof of the vendor’s tax-exempt status.

(4) Revocation; Appeal. A mobile food permit may be revoked, and such revocation may be appealed, pursuant to Sections 13-67 and 13-68 of this Article.

(b) State law. Every mobile food vendor shall ensure that the vendor’s mobile food unit complies with any and all applicable state law regarding mobile food establishments.

(c) Location of Mobile Food Unit.

(1) Mobile food units may be parked on private property, with the written permission of the property owner.

(2) Mobile food units may not park on any public street, alley or traffic island, unless:

(A) The mobile food unit has submitted a permit application, complies with requirements of this article, and has been approved by the City Manager; or

(B) The mobile food unit is an ice cream vehicle or snow cone truck remaining in one location on a public street or on public facilities for less than fifteen minutes.

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

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

VI. Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Commission.

The above and foregoing ordinance was duly proposed, read in full and adopted on the 24th day of October, 2023 at a regular meeting of the City Commission.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

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

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City is partnering with Stephens County and the Chamber of Commerce for the 1st Annual Family Fall Festival. This event is to complement the Chamber's existing Trick-or-Treat event in the Downtown area with Downtown merchants. This will be an expansion of the Walker Street Trick or Treat event and include:

1. City/County departments doing trunk-or-treat using city equipment vehicles (i.e., fire, police, public works),
2. A pumpkin decorating contest (city/county departments participating and the public voting),
3. Vendors
4. May include food trucks,
5. Other miscellaneous activities

Street Closures:

Elm Street from Court Street to just beyond Rose and Rose Street will be closed from Walker North to the City Parking Lot entrance on Rose to stage the activities. The event will be held on Tuesday, October 31 from 3 pm to 7 pm.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Approve event and street closures.

Tuesday

Oct 31

3pm-7pm

Join us for the 1st Annual

Family FALL FESTIVAL

food, fun & games

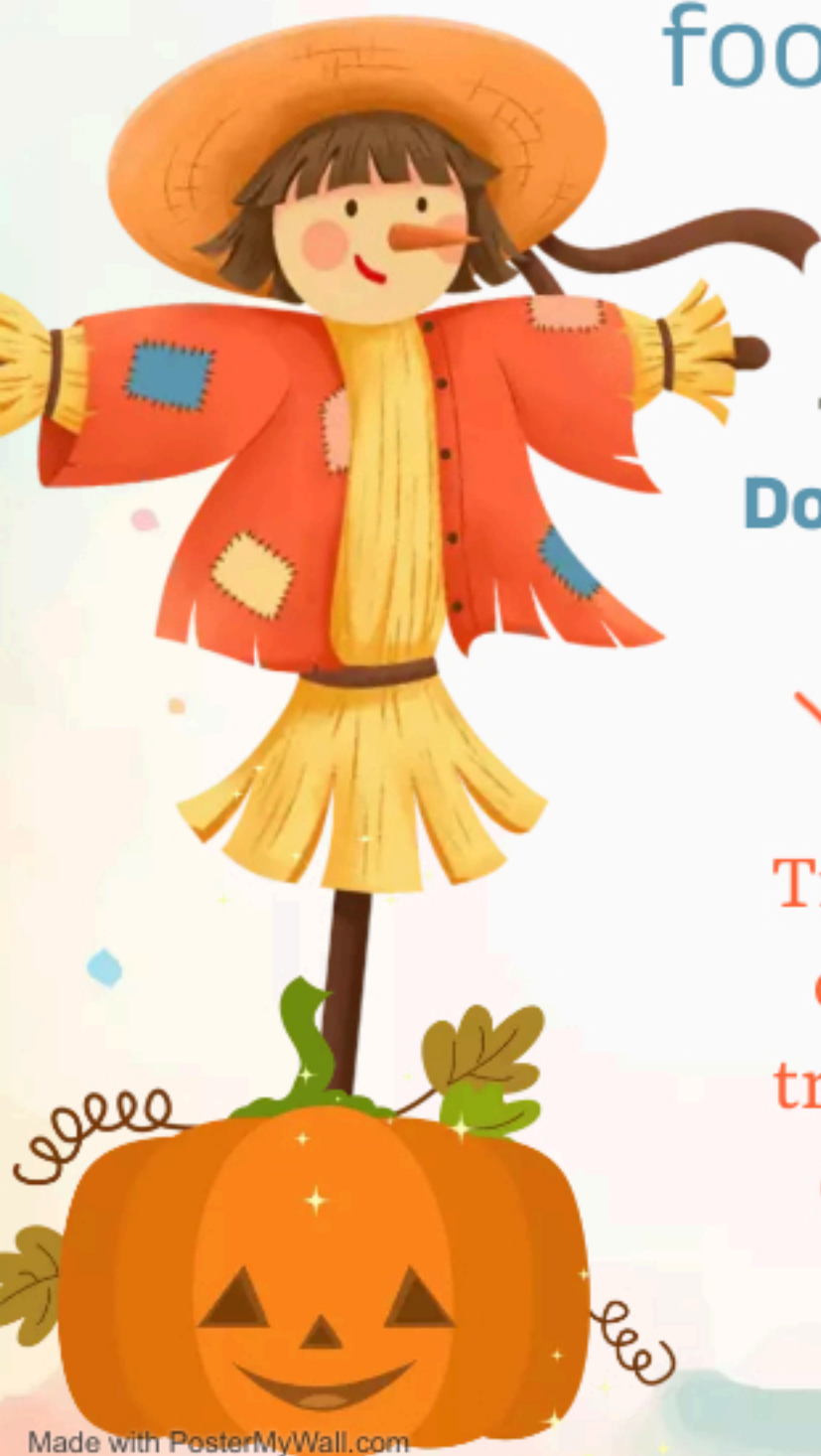
Hosted by:

The City of Breckenridge
Stephens County

The Chamber of Commerce

**Downtown Breckenridge
on the square!**

Trunk or Treat, costume
contest, vendors, food
trucks, photo booth, and
City/County Pumpkin
decoration voting!





CITY/COUNTY
VEHICLE & EQUIP

Petex

Breckenridge
Fire Department

W Elm

W Elm

W Elm

VENDORS
W Elm

W Elm

W Elm

VOTING ON DECORATED PUMPKINS

N Rose Ave

N Court St

Timberley
w Office

N McAmis St

Breckenridge City
Administration

Water Department

Stephens County
District Clerk's Office

Texas Department
of Public Safety

Baxley Auto Lube & Tire
Tire shop

N McAmis St

TRUNK-OR-TREAT

COSTUME
CONTEST

PHOTO
BOOTH

XEO W

180

180

160

160



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Interlocal with Stephens County for Emergency Notification System HyperReach

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City and County currently partner on an interlocal agreement for Code Red, an emergency notification system. After research, the City and County have identified a similar program that is more user-friendly, allows more flexibility in the number of users, is more robust, and is less expensive than Code Red. This system is HyperReach. Code Red costs \$10,446 annually and HyperReach costs \$5,450 annually. This interlocal will be like the previous agreement with the County and City equally splitting the cost of the emergency notification system, each funding \$2,725, for a total of \$5,450 annually.

FINANCIAL IMPACT:

\$2,725 annually

STAFF RECOMMENDATION:

Consider approval of the Interlocal Agreement and authorize the City Manager to execute the agreement.

INTERLOCAL AGREEMENT

This Interlocal Agreement (the “Agreement”) is entered into to be effective on October 1, 2023 by and between the City of Breckenridge, Texas, a Texas home-rule municipality operating under Article XI, Sec. 5 of the Texas Constitution (the “City”) and Stephens County, a political subdivision of the State of Texas (the “County”).

RECITALS

WHEREAS, the City 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;

WHEREAS, “governmental functions and services” include functions related to “public health and welfare” pursuant to Section 791.003 of the Texas Government Code;

WHEREAS, the City and the County are mutually interested in providing emergency notifications to residents of the City and the County regarding natural disasters, infrastructure damage, and other emergency matters which may affect the public health and welfare of citizens of the City and the County; and

WHEREAS, the County has entered into an agreement with Asher Group to provide emergency notifications through the Hyper-Reach system and the City wishes to also use the Hyper-Reach system through the County’s agreement and to provide reimbursement to the County for the same.

AGREEMENT

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

1. Hyper-Reach Subscription. The County will obtain and maintain a subscription through Asher Group for Hyper-Reach emergency notification system services for three (3) years beginning on October 1, 2023 and ending on September 30, 2026 for a price of \$5,450.00 per year.
2. Responsibility for Cost. The County will invoice the City in the amount of \$2,725.00 upon its receipt of an invoice from Asher Group for the annual subscription cost. The City agrees to pay the County this amount within thirty (30) days of receipt of the invoice. The County will be responsible for submitting full payment of the annual subscription fee to Asher Group.
3. Access to Subscription Services. Throughout the term of this Agreement, the County agrees to provide Hyper-Reach user accounts for the City Manager, Chief of Police, and other City officials as directed by the City Manager. The County Judge will determine the number of user accounts for

Stephens County. Each user account shall have direct access to the Hyper-Reach system and shall be enabled to issue emergency notifications without approval by the County.

4. Information. The County and the City may disseminate such emergency communications as each entity deems appropriate. The County and the City are each responsible for any information provided by each entity.

5. General.

(a) *Term.* The term of this Agreement shall be three years, beginning on October 1, 2023 and ending on September 30, 2026.

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

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

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

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

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

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

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

This Interlocal Agreement was duly approved by the City Commission of the City of Breckenridge on the 24th day of October 2023.

Cynthia Northrop, City Manager

ATTEST:

Jessica Sutter, City Secretary

S E A L

This Interlocal Agreement was duly approved by the Commissioners Court of Stephens County on the _____ day of October 2023.

Michael Roach, County Judge

ATTEST:

Jackie Ensey, County Clerk



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

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

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The TXDOT Brownwood District has requested the city adopt Ordinance No. 23-17 temporary Construction Speed Zones on US Highway 180/Walker during upcoming improvements from Rose Ave west to Breckenridge City Limits.

Where the speed limit is currently 55 mph the construction speed limit would be reduced to 45 mph; where the speed limit is currently 50 mph it would be reduced to 40 mph and where the speed limit is 40 mph it would be reduced to 30 mph (see attached map).

The improvement project is expected to be let by TXDOT in December of 2023 with construction estimated to begin in March 2024 with a 4.5 – 5 month estimated completion date. The project limits are from Rose Ave west to the Mile Long bridge. The project details are as follows:

Rose Street - McAmis Street: Milling 2" and going back with 2" Proposed Hot Mix.

McAmis Street – Sunset Street: Milling 7" and going back with 7" Proposed Hot Mix.

Sunset Street – FM 3099: 12" pavement repair in locations that are bad and then these limits will be seal coated during the summer seal coat program.

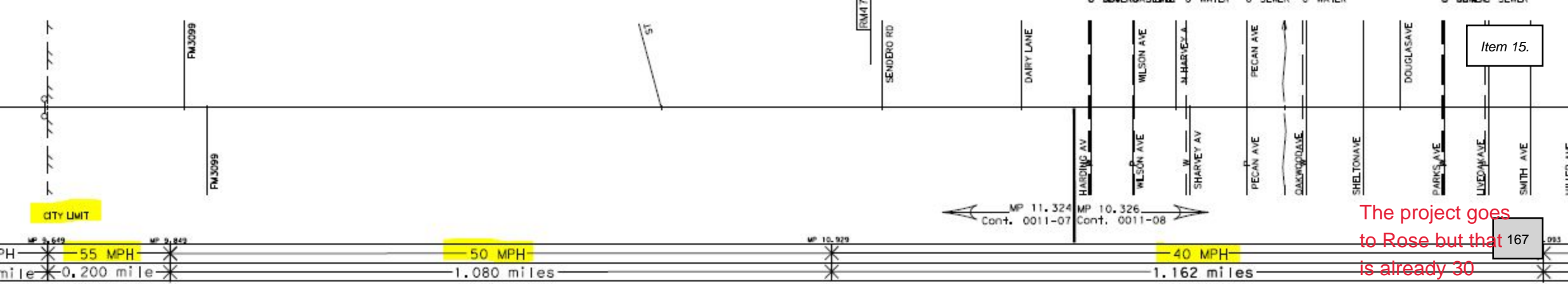
FM 3099 – Mile Long Bridge: Milling 2"-7" depending on the location and going back with 2"-7" Proposed Hot Mix.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of Ordinance 23-17 as presented.



The project goes to Rose but that is already 30

ORDINANCE NO. 23-17**AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS, TEMPORARILY REDUCING THE SPEED LIMIT FOR PORTIONS OF US HWY 180 WITHIN THE CITY LIMITS OF THE CITY OF BRECKENRIDGE WHICH WILL BE UNDER CONSTRUCTION.**

WHEREAS, the Brownwood District of the Texas Department of Transportation ("Brownwood District TxDOT") has requested, via minute order, temporary Construction Speed Zones on US Hwy 180;

WHEREAS, the Brownwood District TxDOT has requested that the City of Breckenridge temporarily reduce the speed limit on one section of US Hwy 180 in the City Limits from 55 MPH to a 45 MPH Construction Speed Zone, 50 MPH to a 40 MPH Construction Speed Zone and on one other section of US Hwy 180 from 40 MPH to a 30 MPH Construction Speed Zone while a construction project is underway; and

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

THAT, the City of Breckenridge shall temporarily reduce the speed limit from 55 miles per hour to 45 miles per hour on US Hwy 180 from Mile Point 9.649 to Mile Point 9.849, a distance of 0.200 miles; and

THAT, the City of Breckenridge shall temporarily reduce the speed limit from 50 miles per hour to 40 miles per hour on US Hwy 180 from Mile Point 9.849 to Mile Point 10.929, a distance of 1.080 miles; and

THAT, the City of Breckenridge shall temporarily reduce the speed limit from 40 miles per hour to 30 miles per hour on US Hwy 180 from Mile Point 10.929 to Mile Point 11.093, a distance of 1.164 miles; and

THAT, appropriate sign age shall be placed on US Highway 180 by the City, the Brownwood District TxDOT, and/or the TxDOT contractor to indicate when and where the reduced speed limits, described above, are in effect.

THAT, this ordinance shall remain in effect until the time that the above project is complete and accepted by the Brownwood District TxDOT and the minute order has expired; and

THAT, upon termination of the minute order, the speed shall be set at the previously posted speed.

All Ordinances or part of Ordinances in conflict with this Ordinance are hereby repealed to the extent of that conflict.

PASSED AND APPROVED the 24th day of October, 2023

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Optimum Contract

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

As a part of the continuing budget analysis, looking for increasing efficiencies, we have been researching our telephone/internet expenses along with our IT Consultants, Tolar. We have not had consistency in departmental use of internet providers, level of internet service and reliability and our phone system is old and obsolete.

We have limited choice in internet providers and service type. Currently, City Hall uses Optimum, some departments use AT&T and some use New Source Broadband, which also serves as redundancy for all city facilities (the recent contract update with them increased the level of service but it is still not a high level of service). While the overall cost of the Optimum service is slightly more than our current costs, upgrading our internet will provide a significantly higher level of service and a higher level of reliability, which impacts work productivity.

Additionally, upgrading the internet service will allow us to update our obsolete phone system as an upgraded internet is required to support voice-over-internet-protocol (VOIP). A VOIP system allows for more functionalities as well. The VOIP system contract will be a separate agenda item.

FINANCIAL IMPACT:

The contract is \$2840 monthly/\$34,080 annually for all city facilities (except PD where we partner with the County's Sheriff's Office).

STAFF RECOMMENDATION:

Recommend authorizing City Manager to finalize and sign a 5-year contract with Optimum for internet services.



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Spectrum Contract

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

If we move forward with upgraded internet service, we can update the City's current obsolete phone system with the purchase of voice-over-internet-protocol (VIOP) phone system. A VIOP phone system allows for more functionalities as well.

We received quotes from four different VOIP providers and are recommending moving forward with Pathfinders/Spectrum. Our current provider for our offices is AT&T. AT&T costs are continually increasing year over year as they are trying to push their clients to VOIP system.

FINANCIAL IMPACT:

\$586 monthly/\$7,032 annually

STAFF RECOMMENDATION:

Recommend authorizing the City Manager to finalize and sign a 3-year contract with Spectrum for a voice-over-internet-protocol phone system.

Prepared For: **City of Breckenridge**
Contact Name: Cynthia Northrop
Contact Phone: 2545598287
Quote Number: Q-21209

Prepared By: Stephannie Sedgwick
Phone: 469-713-2999
Title: Channel Manager
Email: ssedgwick@spectrumvoip.com
Date: 10/12/2023



WE HELP YOU IMPROVE COMMUNICATIONS



SpectrumVoIP Proposal

QUOTE #: Q-21209

DATE: 10/12/2023

CUSTOMER INFORMATION

Business Name: City of Breckenridge

Service Address: 105 North Rose Ave

Prepared For: Cynthia Northrop

Email Address: cnorthrop@breckenridgetx.gov

Business Number: 2545598287

Mobile Number:

City: Breckenridge State: TX

Zip: 76424

Prepared By: Stephannie Sedgwick

Email Address: ssedgwick@spectrumvoip.com

Phone Number: 469-713-2999

Monthly

PRODUCT	TERM	QTY	UNIT PRICE	TOTAL
Hosted VoIP service package	36	1	\$20.00	\$20.00
StratusFAX (with Adapter) 250 pages included	36	2.0	\$20.00	\$40.00
Stations/Seats - Yealink T54W	36	20.0	\$19.00	\$380.00
Stations/Seats - Yealink Cordless W59R (rugged handset only)	36	4.0	\$19.00	\$76.00
Stations/Seats - Yealink Cordless W76P (base and handset)	36	3.0	\$19.00	\$57.00
SUBTOTAL:				\$573.00
SALES TAX:				\$0.00
CARRIER COST RECOVERY FEE:				\$3.50
FUSF:				\$5.04
E911 RECOVERY FEE:				\$3.90
TOTAL MRC:				\$585.44

Notes:

**Quote Number: Q-21209****Total MRC: \$585.44**

*Toll-free numbers are billed per minute at \$.029 per minute and have a 100-minute minimum per month of \$2.90.

* Taxes are applied according to city/county/state tax regulations.

*New equipment, promotions and discounts are based on approval. If not approved, I accept like-new equipment. **Customer Initials:** _____

*SpectrumVoIP will pay customer up to \$0.00 for Early Termination Fees. **Customer Initials:** _____

*SpectrumVoIP is unaffiliated with Charter/Time Warner/Spectrum Business. **Customer Initials:** _____

*Desired Install Date (average time for 20 or less phones: 3-4 weeks) **Date:** _____

*Taxes and fees are subject to change. E911 is billed per site. SMS / MMS will incur monthly usage charges.

*Third party products may incur an install fee or additional monthly charges.

*By signing this quote, Customer agrees to the Terms of Service found at
<https://www.spectrumvoip.com/privacy-terms/>

Applicant warrants all credit and financial information submitted to Spectrum VoIP and /or its assignees to be true and accurate and hereby authorizes all banking institutions and credit reporting agencies to release information via telephone, mail, internet, or facsimile as requested for the purpose of making a credit decision. The undersigned individuals specifically authorize SpectrumVoIP and/or its assigns to obtain personal credit bureau and/or personal income tax records, for the making, extension, or renewal of this credit decision or collection of the resulting account. A fax or photocopy of this authorization shall be as valid as the original.

Not a Contract — But an Indication of Interest

Name Listed with Sec of State: _____

Federal Tax ID: _____

Title: _____

Social Security Number: _____

Date: _____

Printed Name: _____

Signature: _____

COMMERCIAL RENTAL AGREEMENT

Customer Information:			
City Of Breckenridge			
Legal Business Name			
105 North Rose Ave		Breckenridge	TX 76424
Address		City	State Zip Code
Cynthia Northrop	254-559-8287	cnorthrop@breckenridgetx.gov	
Contact Name	Business Phone No.	Cell Phone No.	Email Address
Same			
Equipment Location		Tax ID	
Vendor Information:		Schedule of Payments:	
SpectrumVoIP, Inc.	06FDX	(972) 312-0388	Base Monthly Payment \$ 553.00 for 36 Months
Vendor Name	Vendor Code	Vendor Phone No.	(PLUS TAXES AND TAX PROCESSING FEE AS DESCRIBED IN SECTION 11 OF THIS AGREEMENT)
PO Box 250588	Plano	TX 75025	
Address	City	State Zip Code	
Equipment Description:			
VoIP Phone Equipment with Accessories			

1. Terms and Conditions. In this Rental Agreement, the words "I", "me" and "my" mean Customer. The words "you", "your" and "yours" mean Spectrum VoIP. I (the customer) want to acquire the above equipment from you. This Agreement will begin when you accept and sign the Agreement and will continue for the entire Rental term. This is a finance lease as defined in UCC Article 2A.

2. Payment Terms. I will unconditionally pay all amounts due, without any right to set-off. If you do not receive payment by its due date, there will be a late fee equal to 15% of the late amount (but at least \$5.00 per month) which I agree is a reasonable estimate of the costs You incur with respect to late payments and is not a penalty. I will pay your collection costs, including charges for collection letters (not to exceed \$5.00 per letter), collection phone calls (not to exceed \$6.00 per call) collection agency fee (not to exceed \$50.00 per placement), collection agency charge (an amount not to exceed 30% of the amount paid by you to the collection agency), and pre-litigation administration preparation fee (not to exceed \$200). If I chose to be statement billed by you, or the direct debit information is incomplete, inaccurate or results in insufficient available funds, I agree to a \$10.00 per month statement fee.

3. Commencement and Manner of Execution. This Rental is not binding on the parties until you sign it. The commencement date (the "Commencement Date") shall be the date when you pay the Vendor any funds for the equipment, in reliance on my instructions to purchase the equipment on my behalf. I acknowledge and agree that billing will begin on the Commencement Date. To expedite the Agreement I ask you to accept a faxed or electronic signature and agree it will be considered as good as an original.

4. Term. This Agreement is non-cancellable. If I do not notify you within 30 days of the expiration of the original term or any extension thereof, the Agreement will renew on a month to month basis under the same terms and conditions. After sufficient notification of expiration, at the end of the Term I shall return the equipment in good working order in a manner and to a location designated by you.

5. Disclaimer of Warranties. I alone selected the vendor and the equipment. The Agreement cannot be cancelled by me for any reason, even if the equipment fails or is damaged and it is not my fault. You are renting it to me "as is" and you disclaim all express and implied warranties, including any warranty of merchantability or fitness for a particular purpose. I shall settle any dispute regarding the equipment's performance directly with the vendor.

6. Service. In the event I default under this Agreement, I agree my service may be suspended or terminated. This will not impact my obligations under this Agreement.

7. Purpose and Location. I promise the equipment will be used only for business and not for personal, family or household purposes. I will keep and use the equipment at the above address and not move it or return it to you prior to the end of the Rental Term.

8. Default. If I do not pay you as agreed or fail to perform any other term of this Agreement, I will be in default and I agree that you have the right to exercise any or all of the following remedies (i) remotely disable the equipment (ii) repossess the equipment (iii) terminate the Agreement without giving me notice (iv) require the immediate payment of all amounts due plus the unpaid balance of the amounts due for the original or extended term of the Agreement (v) charge me the fair market value retail value of the Equipment as determined by you (vi) obtain, share and use information concerning me, including by not limited to, bank accounts, real property and personal property for the purpose of collection of money I owe you.

9. Choice of Law and Venue. This Agreement shall be governed by the laws of the Texas (where you have an office and accepted this Agreement). Any suit, action or other proceeding arising out of or related to the parties obligations hereunder shall take place exclusively in the county in which the Customer is located if initiated by you and shall take place exclusively in Collin County, Texas if initiated by me. The parties agree to waive any right to trial by jury so that trial shall be by and only to the Court.

10. Ownership. You have title to the equipment at all times.

11. Taxes. I must pay for all sales, use, property and other taxes relating to the Agreement and the equipment. You may charge me a monthly tax administration fee up to \$3.00. You may bill me based on your estimate of the taxes and fees.

12. Insurance. I accept all risk of loss, injury or damage caused by the equipment and shall indemnify you for all suits and other liability arising from the same. I must maintain acceptable property insurance insuring the equipment against all risks of loss in an amount equal to the replacement cost and name you as "loss payee."

13. Assignment. I may not assign (transfer) the Agreement to anyone else. You may sell or transfer your interests without notice and your assignee will have all your rights but none of our obligations. The assignee will not be subject to any defenses, claims or set-offs I may assert against you.

14. Modification. None of the terms of this Agreement shall be changed or modified except in writing duly executed by the Parties.

15. Communication via Cell Phone and Email. By providing my telephone number and email address, I authorize you, your affiliates and agents to contact me using any means of communication, including but not limited to, calls placed to my cellular telephone using an automatic dialer device, calls using prerecorded messages and/or SMS text messages, and emails regarding any current or future payments owed to you.

Acceptance of Rental Agreement. This is a binding contract. It cannot be cancelled. Read it carefully before signing. If terms are not fully understood seek legal advice.

Cynthia Northrop

City Manager

Authorized Signature

Name and Title (Please Print)

Date

Spectrum VoIP Authorized Signature

Personal Guaranty: I hereby unconditionally guarantee the prompt payment when due of all obligations under this Rental Agreement. You shall not be required to proceed against the Customer or the Equipment or to enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay attorney's fees and other expenses incurred by reason of the Customer's default as detailed in section 8. The Undersigned waives notice of the acceptance hereof and of all other notices or demands of any kind to which the undersigned may otherwise be entitled. This is a continuing Guaranty. The undersigned specifically understands and agrees to the proper venue arising from this Agreement. The Undersigned authorizes You, your agents, and affiliates to check my credit and employment history. You are further authorized to provide history information to others about your credit experience with me, including but not limited to, credit bureaus.

Guarantor #1

Guarantor #2 (If Applicable)

Signature _____ Date _____

Signature _____ Date _____

SpectrumVoIP™

Cancellation Addendum



During the period before the funding of the Rental Agreement, the Account Holder has the right to cancel the transaction, installation, and service with Spectrum VoIP if for any reason Account Holder deems the product and service delivered and installed to be unsatisfactory.

In the event of unresolved VoIP Quality-of-Service (QoS) issues that affect reasonable business performance, the Account Holder shall have the right to cancel this contract without further obligation if Spectrum VoIP does not or cannot resolve the issue in 5 working days. QoS issues are defined as audio quality problems caused by Spectrum VoIP's service, network, or its wholesale carrier partners. QoS issues are typically described as dropped calls, dropped audio during a call, echo, delay, or static. If a third-party carrier or Account Holder's internet connectivity or reliability is the reason for the QoS then Account Holder does not have the right to cancel as contemplated in this Addendum.

As outlined in the *Master Services Agreement*, Spectrum VoIP will bill the Account Holder for the VoIP service, and the equipment leasing company will bill the account holder for the equipment on the Rental Agreement. If Account Holder cancels service with Spectrum VoIP for any unresolved QoS reason outlined above after the funding of the Rental Agreement, Spectrum VoIP will release the Account Holder from future obligations to Spectrum VoIP, and assume or buy out the Rental Agreement. A 30-day written cancellation notice will need to be sent to SpectrumVoIP for processing of this request. The Account Holder's phone numbers can be released to another carrier without delay should the Account Holder decide to move service. Account Holder is obligated to pay the Rental Agreement and VoIP service up until the effective date of any cancellation. In the event Spectrum VoIP, pays any early termination fee on Account Holder's behalf and Account Holder elects to cancel for unresolved QoS the amount paid for termination fees must be reimbursed to Spectrum VoIP before Spectrum VoIP shall have any obligation to assume or buy out a Rental Agreement. For customers with multiple locations the ability to exercise this Cancellation Addendum shall be on a per-location basis. Only the location(s) with unresolved QoS shall be allowed to cancel as described above.

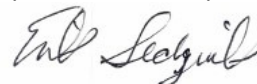
This Cancellation Addendum is not binding on Spectrum VoIP unless it is signed by both Account Holder and an Officer of Spectrum VoIP before equipment installation or delivery by Spectrum VoIP.

Account Holder:

Signature and Date

Printed Name and Title

SpectrumVoIP Representative:



Signature and Date

Erik Sedgwick, SpectrumVoIP Chief Compliance Officer
Printed Name and Title