



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

**August 01, 2023 at 5:30 PM**

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**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 August 01, 2023 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

**CALL TO ORDER**

**INVOCATION** Led by Steve Spoon of REAL Church

**PLEDGE OF ALLEGIANCE**

**American Flag**

**OPEN FORUM**

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

**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. City Business

2023 TxCDBG Downtown Revitalization Grant update

2. Upcoming Events

August 17th Bulk Pickup

August 29th Public Hearing on Tax Rate

**CONSENT AGENDA**

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

3. Consider approval of the July 27, 2023 Special Commission Meeting minutes as recorded.
4. Request to approve Resolution 2023-17 BISD Homecoming Parade
5. Request to approve the agreement between the City of Breckenridge and the Breckenridge Library and Fine Arts Foundation

#### **ACTION ITEMS**

6. Discussion and consider adoption of an ordinance authorizing the issuance and sale of City of Breckenridge, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023; levying an annual ad valorem tax and providing for the security for and payment of said Certificates of Obligation; providing an effective date; and enacting other provisions relating to the subject
7. Discussion and any necessary action regarding final Change Order (#4) to the AMI Meter Replacement project, acceptance of project and purchase of stock meters.
8. Discussion and any necessary action regarding approval of Ordinance 2023 – 11 updating Schedule of Fees (First Reading)
9. Discussion and any necessary action regarding approval of Resolution 2023-18 accepting the 2023 Certified Appraisal roll.
10. Discussion and any necessary action to schedule August 29 for Public Hearing on the proposed tax rate, discuss tax rate, NNR, and Voter Approval Rate, De Minimus Rate and take a record vote.
11. Discussion and any necessary action regarding setting a Public Hearing to consider FY 2023/2024 Proposed Budget on September 5, 2023.

#### **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 by **5:00 PM** on the **28th day of JULY 2023**.

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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**

**June 2023**

105 N. Rose Ave.  
Breckenridge, TX 76424  
254.559.8287  
[www.breckenridgetx.gov](http://www.breckenridgetx.gov)



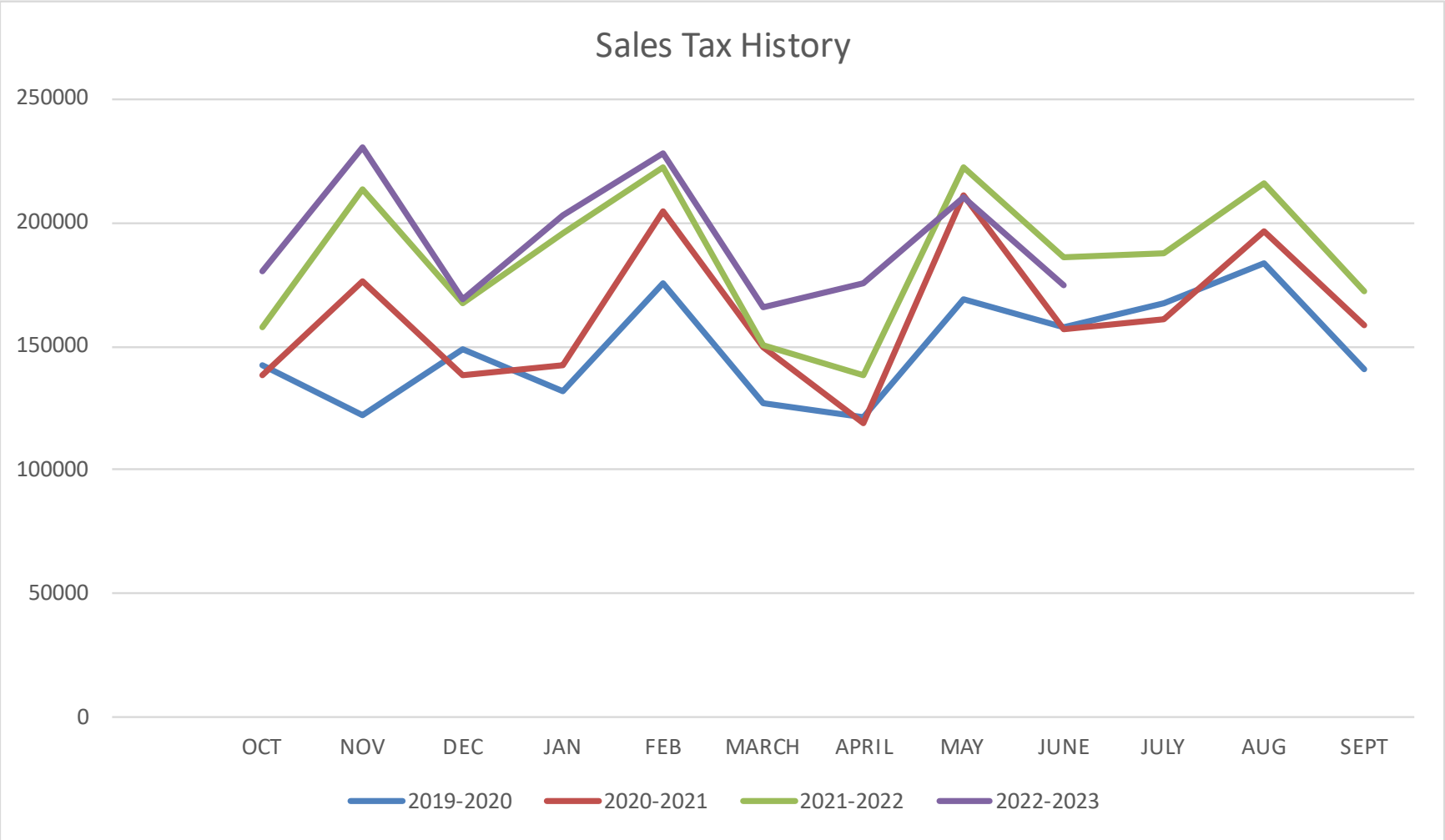
# Finance

## Bank Statement Balances

	Account Name	Balances as of June 2022	Balances as of June 2021	Item 1.
1001	GENERAL FUND	\$ 1,046,697.44	\$ 1,737,257.84	
1013	ARSON FUND	\$ 509.89	\$ 509.89	
1014	FEDERAL TAX & LOAN	\$ 79.17	\$ 80.58	
2000	PAYING	\$ 2,501.47	\$ 2,507.73	
1001	WATER FUND	\$ 1,017,986.90	\$ 1,607,019.38	
1001	WASTEWATER FUND	\$ 467,327.53	\$ 814,840.15	
1001	SANITATION	\$ 59,828.15	\$ 38,539.66	
1001	FIRE DEPT. SPECIAL	\$ 12,706.06	\$ 10,466.99	
1001	FORFEITED PROPERTY	\$ 1,250.37	\$ 1,476.54	
1002	PAYROLL FUND	\$ 1,324.69	\$ 29,698.50	
1001	EQUIP. REPLACEMENT FUND	\$ 169,735.64	\$ 236,472.45	
1001	STREET MAINTENANCE	\$ 681,895.63	\$ 880,872.81	
1001	BRECKENRIDGE PARK FUND	\$ 8,895.02	\$ 9,239.23	
1001	POLICE DEPT. SPECIAL	\$ 10,128.05	\$ 13,602.22	
1001	Excess Sales Tax Revenue	\$ 17,577.31	\$ 17,617.63	
1001	Breck Trade Days	\$ 39,175.26	\$ 39,391.30	
1051	CO 2017 A&B Sinking /Rd	\$ 457,842.85	\$ 483,294.09	
1001	Capital Improvement Project	\$ 1,000,254.10	\$ 394,962.75	
1058	GENERAL DEBT SERVICE FUND	\$ 1,199,459.27	\$ 1,281,098.91	
1025	Rescue Boat Donation	\$ 1,807.37	\$ 1,811.89	
1073	CWSRF LF1001492	\$ -	\$ 3,566.86	
1076	CWSRF LF1001492 ESCROW	\$ -	\$ 1,229,555.55	
1056	CWSRF CO 2022A L1001491	\$ -	\$ 1.00	
1074	CWSRF CO 2022A L1001491 ESCROW	\$ -	\$ 930,249.73	
1072	CWSRF CO 2022A L1001426	\$ -	\$ 1.00	
1075	CWSRF CO 2022A L1001426 ESCROW	\$ -	\$ 1,970,164.92	
1071	DWSRF LF1001495	\$ -	\$ 3,036.00	
1079	DWSRF LF1001495 ESCROW	\$ -	\$ 1,333,592.49	
1070	DWSRF CO 2022B L1001493	\$ -	\$ 1.00	
1078	DWSRF CO 2022B L1001493 ESCROW	\$ -	\$ 1,342,592.80	
1057	DWSRF CO 2022B L1001494	\$ -	\$ 1.00	
1077	DWSRF CO 2022B L1001494 ESCROW	\$ -	\$ 941,097.10	
	<b>TOTAL - ALL FUNDS</b>	<b>\$ 6,196,982.17</b>	<b>\$ 15,354,619.99</b>	<b>5</b>

# 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	
SEPT	141,151	158,558	172,552	
TOTAL	1,789,236	1,952,536	2,229,886	1,924,132



# BUILDING & DEVELOPMENT

Item 1.

	JUNE 2023	FY 2022-2023
<b>Permits Issued:</b>		
Building	10	49
Roof	1	22
Fence, windows, siding, etc.	2	11
Sign	0	10
Mobile home	0	6
Certificate of Occupancy	2	6
Electrical	8	46
Plumbing	3	27
Gas line	0	32
Irrigation	0	0
HVAC	0	15
Moving	0	0
Demolition	0	0
Zone change	0	0
Variance	2	2
Prelim/final plat	0	0
Solicitor/vendor	0	2
Beer license	3	7
Gaming machine license	0	6
Food Mobile Unit	0	4
Fire alarm	0	0
Fire sprinkler	0	0

# CODE ENFORCEMENT

## **New violations cases opened – 28**

High weeds – 907 W. Walker

High weeds – N. Court

High weeds – 300 W. 3<sup>rd</sup>

High weeds – 212 N. Parks

High weeds – 1306 E. Lindsey

High weeds – 1202 E. Elm

Junk vehicle- 1202 E. Elm

Dangerous building – 109 E. 7<sup>th</sup>

Dangerous building – 1214 W. 4<sup>th</sup>

High weeds – 1214 W. 4<sup>th</sup>

High weeds – 1005 W. Hullum

High weeds – 907 N. Shelton

High weeds & trash – 1303 & 1305 W. 5<sup>th</sup>

High weeds – Ridge Rd.

High weeds – 313 W. 5<sup>th</sup>

High weeds & trash – 522 S. Parks

High weeds – 2019 W. Walker

High weeds – 1105 E. Williams

Dangerous building – 601 S. Robert

High weeds – 601 S. Robert

High weeds – 902 W. Elm

High weeds – 1314 W. 4<sup>th</sup>

High weeds – 1109 N. Harvey

Dangerous building – 403 S. Shelton

Brush in alley – 1111 W. Lindsey

Dangerous building – 316 W. 5<sup>th</sup>

High weeds – 100 Medina Court

High weeds – 316 W. 5<sup>th</sup> |

# CODE ENFORCEMENT

## **Violations closed due to compliance – 17**

300 W. 3<sup>rd</sup> – weeds have been mowed

1202 E. Elm – weeds have been mowed

1109 N. Breckenridge Ave. – dangerous building – property was brought into compliance

1303-1305 W. 5<sup>th</sup> – rubbish and high weeds – property is mowed & currently being cleaned up

Ridge Rd. – weeds have been mowed

1106 W. Wheeler – dangerous building – property was brought up to code

901 N. Breckenridge Ave. – dangerous building – property was demolished and hauled off

212 N. Parks – weeds have been mowed

300 W. 2<sup>nd</sup> – weeds have been mowed

1314 W. 4<sup>th</sup> – weeds have been mowed

710 W. 4<sup>th</sup> – dangerous building – property was demolished and hauled off

1005 W. Hullum – weeds have been mowed

522 S. Parks – weeds have been mowed

1011 E. Elm – weeds have been mowed

1306 E. Lindsey – weeds have been mowed

1409 E. Williams – dangerous building – property has been brought into compliance

1109 N. Harvey – weeds have been mowed

# CODE ENFORCEMENT

## **Cases sent to Municipal Court – 9**

313 W. 5<sup>th</sup> – high weeds  
902 W. Elm – high weeds  
907 N. Shelton – high weeds  
402 W. Elm – construction without a permit  
1214 W. 4<sup>th</sup> – high weeds  
602 N. Douglas – brush |  
112 W. 3<sup>rd</sup> – rubbish  
1105 E. Williams – high weeds  
201 E. Valley – high weeds

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

907 W. Walker – bill has been paid  
212 W. 6<sup>th</sup> – bill due July 26, 2023 (if not paid, lien will be placed on property)  
404 S. Pecan – bill due July 26, 2023 (if not paid, lien will be placed on property)



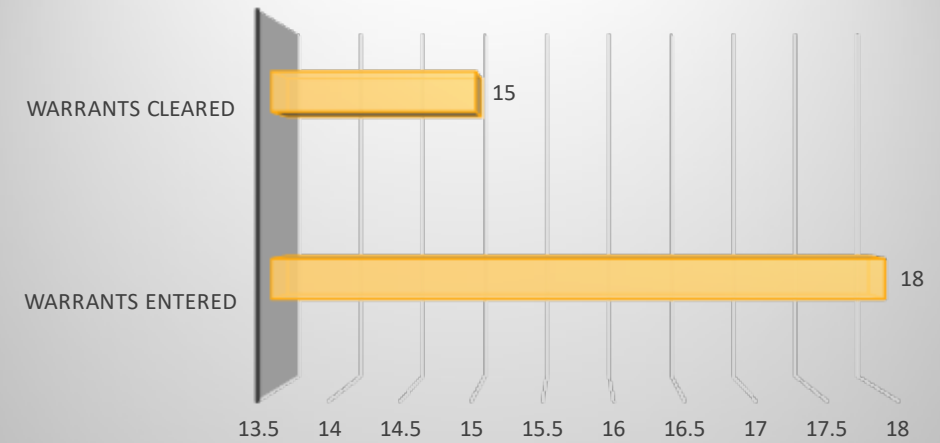


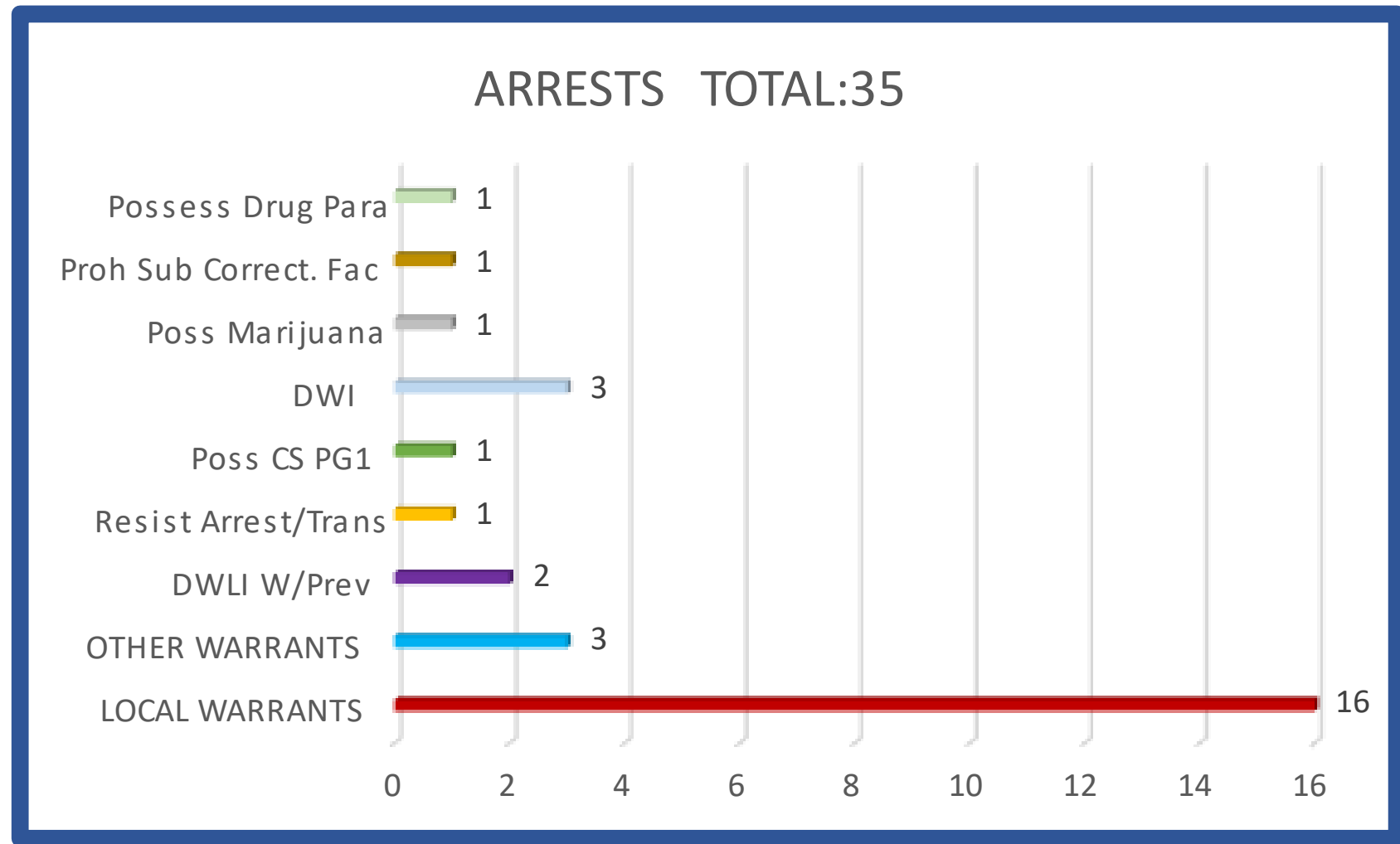
### TRAFFIC STOPS

TOTAL TRAFFIC STOPS 149



### WARRANTS





# ANIMAL CONTROL

## TOTAL CALLS FOR SERVICE

### 82

CALL TYPES				
Aggressive				2
Bite				3
Carcass				10
Injured / Sick				5
Returned To Owner In Field				12
Running At Large				19
Nuisance / Complaint				15
Welfare Check				5
Other				16
SHELTER INTAKE	City		County / H.S.	
	Dog	Cat	Dog	Cat
Stray / Running At Large	1	1	0	0
Seized By Law	0	0	0	0
Owner Surrender	0	0	0	0
Rabies Quarantine Observation	0	0	0	0
MONTH TOTAL	1	1	0	0

# ANIMAL CONTROL

TOTAL CALLS  
FOR SERVICE  
82

LEFT THE SHELTER	City		County	
	Dog	Cat	Dog	Cat
Adopted From The Shelter	1	0	0	0
Reclaimed By Owner	0	0	0	0
Returned To Owner After Quarantine	0	0	0	0
Transferred To Rescue Partner	0	0	0	0
<b>MONTH TOTAL</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>

RABIES QUARANTINE OBSERVATION	City		County	
	Dog	Cat	Dog	Cat
Home Quarantine	1	0		
Shelter Quarantine	0	0	0	0
<b>MONTH TOTAL</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>



# ANIMAL CONTROL

TOTAL CALLS  
FOR SERVICE

82

HUMANE EUTHANASIA			
	Dogs	Cats	Other
Behavioral	1	0	0
Medical	1	0	0
Owner Surrender For Euthanasia	1	0	0
<b>MONTH TOTAL</b>	<b>3</b>	<b>0</b>	<b>0</b>

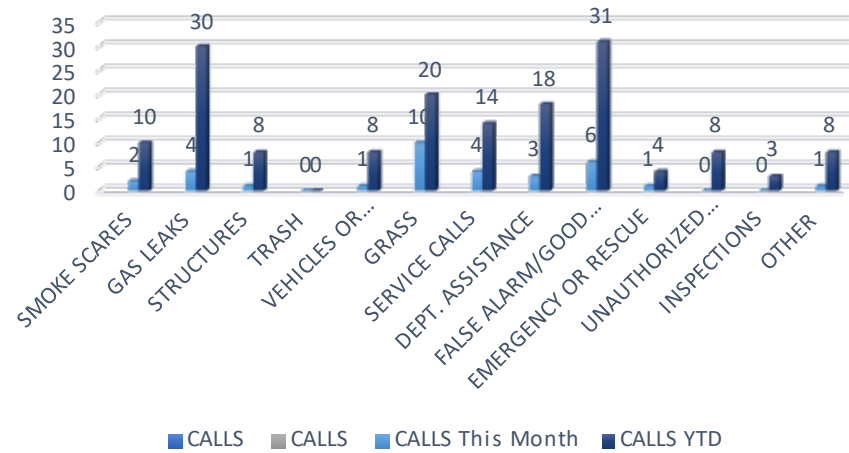
  

TOTAL IN THE SHELTER AT END OF THE MONTH		
	Dogs	Cats
City	4	1
County	0	0
Humane Society	1	0
City Quarantine	0	0
County Quarantine	0	0
<b>TOTALS</b>	<b>5</b>	<b>1</b>

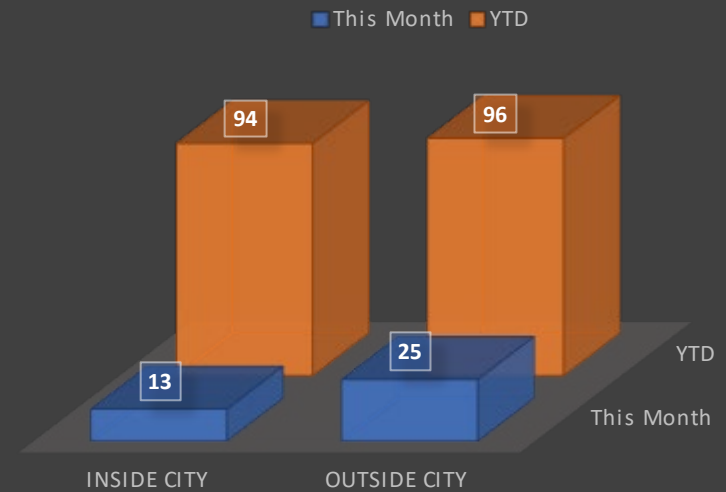




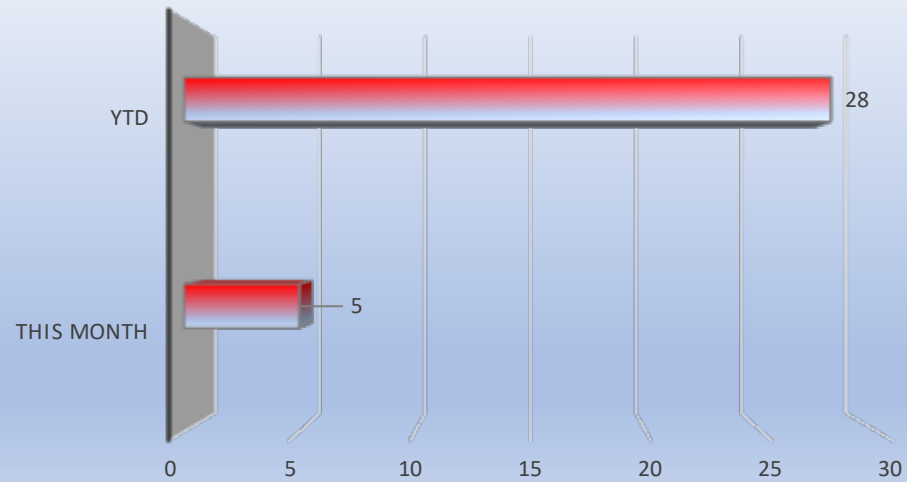
### CALLS FOR SERVICE



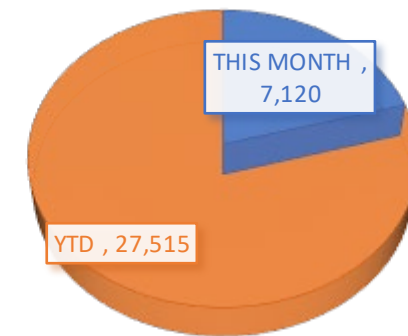
### ALARMS ANSWERED



### VEHICLE ACCIDENTS



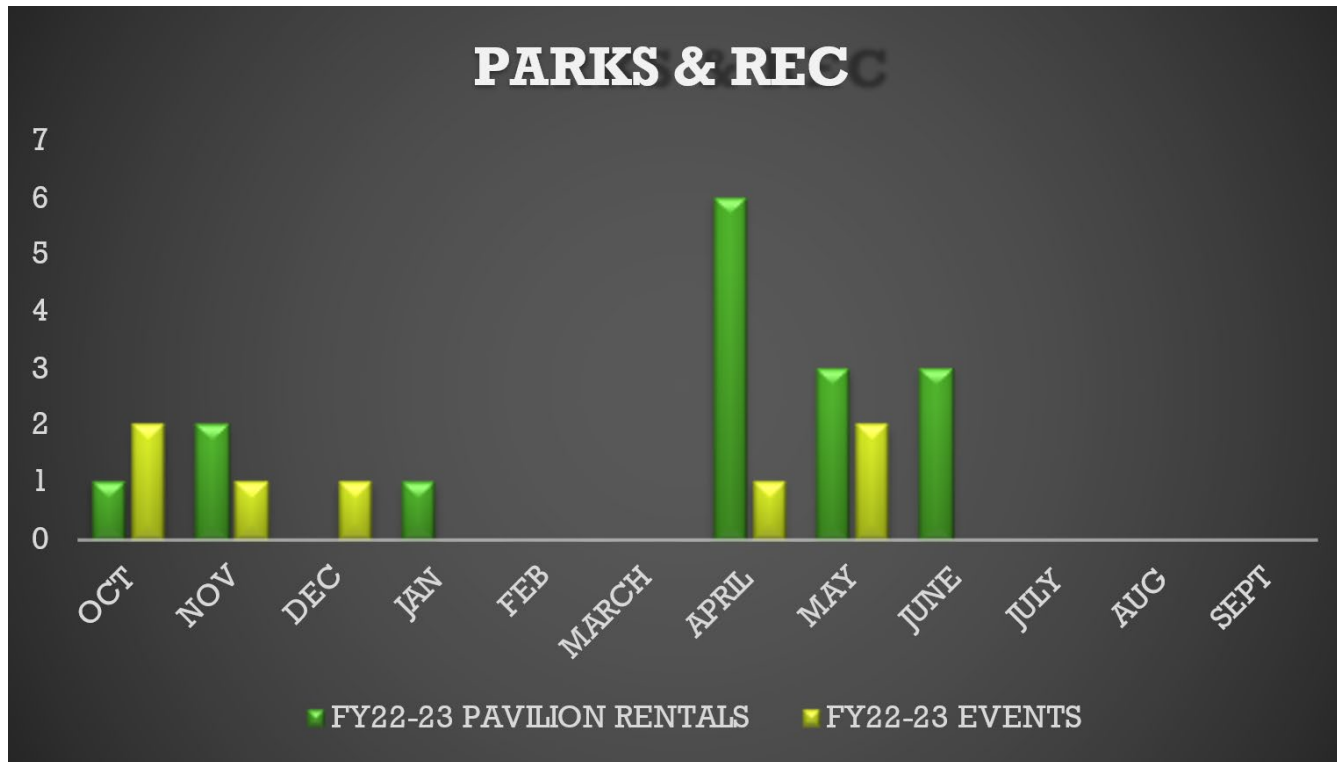
### WATER USAGE (GALLON)





# PARKS & CEMETERY





Mowing and Weed eating  
In all parks

Pool Season going well

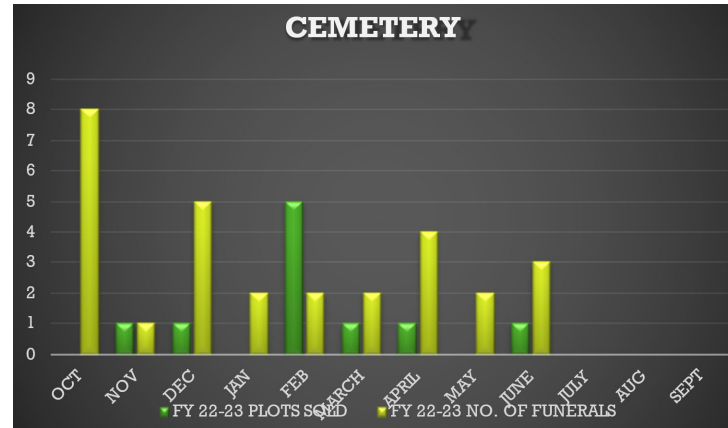
3 Pavilion Rentals

Lots of activity in the park

Soccer season going on

Have an open position in the park





3 funerals

Mowing and weed eating

Filling graves

Hired a part time summer help

# CEMETERY

## Downtown Revitalization Grant 2022-2023 Update 8.1.2023

**We have received confirmation of the DRP 2022/2023 grant award for \$500,000 (July 2023)**

Start date: **8.1.2023**

End date: **7.31.2025**

City Match: **\$75,000**

### **Project Description:**

The project will reconstruct inadequate and deteriorated pedestrian infrastructure that results in a threat to public safety; specifically includes reconstruction and installation of approximately eight hundred eighty linear feet (880 LF) of concrete sidewalks, seven hundred linear feet (700 LF) of curb and gutter, twelve (12) sidewalk ramps, pavement repair, and all associated appurtenances.

### **Project Location:**

North Rose Avenue and West Elm Street (see map below).

### **Timeline:**

Grant Contract period begins: **8.1.2023**

Environmental review/plans & specifications recommended to be Complete: **2.1.2024**

Group B Forms required to be complete: **8.1.2024**

Project recommended to be complete, including inspections: **4.1.2025**

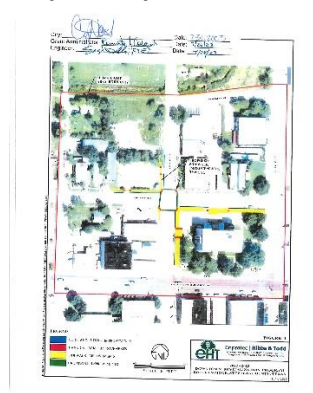
Grant contract period Ends: **7.31.2025**

Final payment and closeout documentation required to be submitted: **9.29.2025**

### **Approved Budget:**

Activity	Recommended Amount	Recommended Match
Project	\$399,600	\$35,000
Engineering	\$65,000	\$40,000
Grant Admin	\$35,000	\$0

### **Project Map:**





## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Consider approval of the July 27, 2023 Special Commission Meeting minutes as recorded.

**Department:** Administration

**Staff Contact:** Jessica Sutter

**Title:** City Secretary

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**BACKGROUND INFORMATION:**

Meeting minutes for the Special Commission meeting on July 27, 2023.

**FINANCIAL IMPACT:**

If applicable, enter financial impact.

**STAFF RECOMMENDATION:**

Move to approve as presented.

July 27, 2023

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

**PRESENT**

MAYOR

COMMISSIONER PLACE 1

COMMISSIONER PLACE 3

BOB SIMS

BLAKE HAMILTON

VINCE MOORE

CITY MANAGER

CITY SECRETARY

PARKS DIRECTOR

PUBLIC WORKS DIRECTOR

FINANCE DIRECTOR

CYNTHIA NORTHROP

JESSICA SUTTER

STACY HARRISON

TODD HENDERSON

DIANE LATHAM

**NOT PRESENT**

COMMISSIONER PLACE 2

MAYOR PRO TEM PLACE 4

ROB DURHAM

GARY MERCER

**CALL MEETING TO ORDER**

Mayor Sims called the special meeting to order at 5:33 p.m.

**OPEN FORUM**

This is an opportunity for the public to address the City Commission on any matter of public business, except public hearings.

No speakers.

**CONSENT AGENDA**

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

1. Consider approval of the July 11, 2023, Regular Commission Meeting minutes as recorded.

Commissioner Moore moved to approve Consent Agenda item 1 as presented.

Commissioner Hamilton seconded the motion. The Motion passed 3-0

Commissioner Rob Durham joined the meeting via Zoom at 5:36 p.m.

**WORKSHOP ITEMS**

*(Workshop items 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 on a future agenda for action.)*

1. 2023-2024 fiscal year budget workshop.

City Manager Cynthia Northrop presented commissioners with the proposed Fiscal Year 2023-2024 budget.

**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**

There being no further business, the Mayor adjourned the special session at 6:32 p.m.

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Bob Sims, Mayor

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Jessica Sutter, City Secretary



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding approval of Resolution 2023-17 BISD Homecoming Parade

**Department:** Administration

**Staff Contact:** Jessica Sutter

**Title:** City Secretary

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### BACKGROUND INFORMATION:

BISD has requested a temporary closure of a portion of US 180 on September 13, 2023, from 7:00 pm-7:45 pm for the Homecoming Parade. They have also requested that the right side of the Court House on N. Court Ave, be blocked off as well to hold an outdoor pep rally immediately following the parade.

### FINANCIAL IMPACT:

NA

### STAFF RECOMMENDATION:

Approve Resolution 2023-17 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 Highway 180 (Walker Street) for the purpose of Homecoming Parade, from 09/13/2023 to 09/13/2023 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 1st day of August, 2023, the Breckenridge City Council passed Resolution / Ordinance No. 2023-17, 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 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

Agreement No. \_\_\_\_\_

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 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



Agreement No. \_\_\_\_\_

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:

<b>Local Government:</b>	<b>State:</b>
City of Breckenridge	Texas Department of Transportation
105 N. Rose Ave	2495 Highway 183 North
Breckenridge, TX 76424	Brownwood, TX 76802

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.

Agreement No. \_\_\_\_\_

**THE CITY OF BRECKENRIDGE**

Executed on behalf of the local government by:

By \_\_\_\_\_ Date \_\_\_\_\_  
City OfficialTyped 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

**Exhibit A****DESCRIPTION OF EVENT:****HOMECOMING PARADE**

**Exhibit B****RESOLUTION 2023-17  
ATTACHED**

**Exhibit C**

**Stephens County – US Hwy 180**  
**# of Lanes: 4**

**Date: September 13, 2023**  
**Estimated Attendance: 400-800 People**

**Equipment Involved will include, but not be limited to the following:**

- 1. Tractor & Vehicle/ Trailer Drawn Floats**
- 2. Horse Drawn Wagons**
- 3. Mounted Riding Groups**
- 4. Marching Band**
- 5. Dance Groups**
- 6. Walking Groups (Goody Toss)**
- 7. New and Antique Automobiles**
- 8. Motorcycle & ATV's**
- 9. Fire & Police Vehicles**
- 10. Buses**
- 11. EMS Vehicles**



**RESOLUTION NO. 2023-17**

**A RESOLUTION BY 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 INDEPENDENT SCHOOL DISTRICT.**

**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 on September 13, 2023, for a Homecoming Parade associated with the Breckenridge Independent School District; and

**WHEREAS**, the Homecoming 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 a meeting of the City Commission held on the 1st day of August 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 Homecoming Parade may be conducted on September 13, 2023

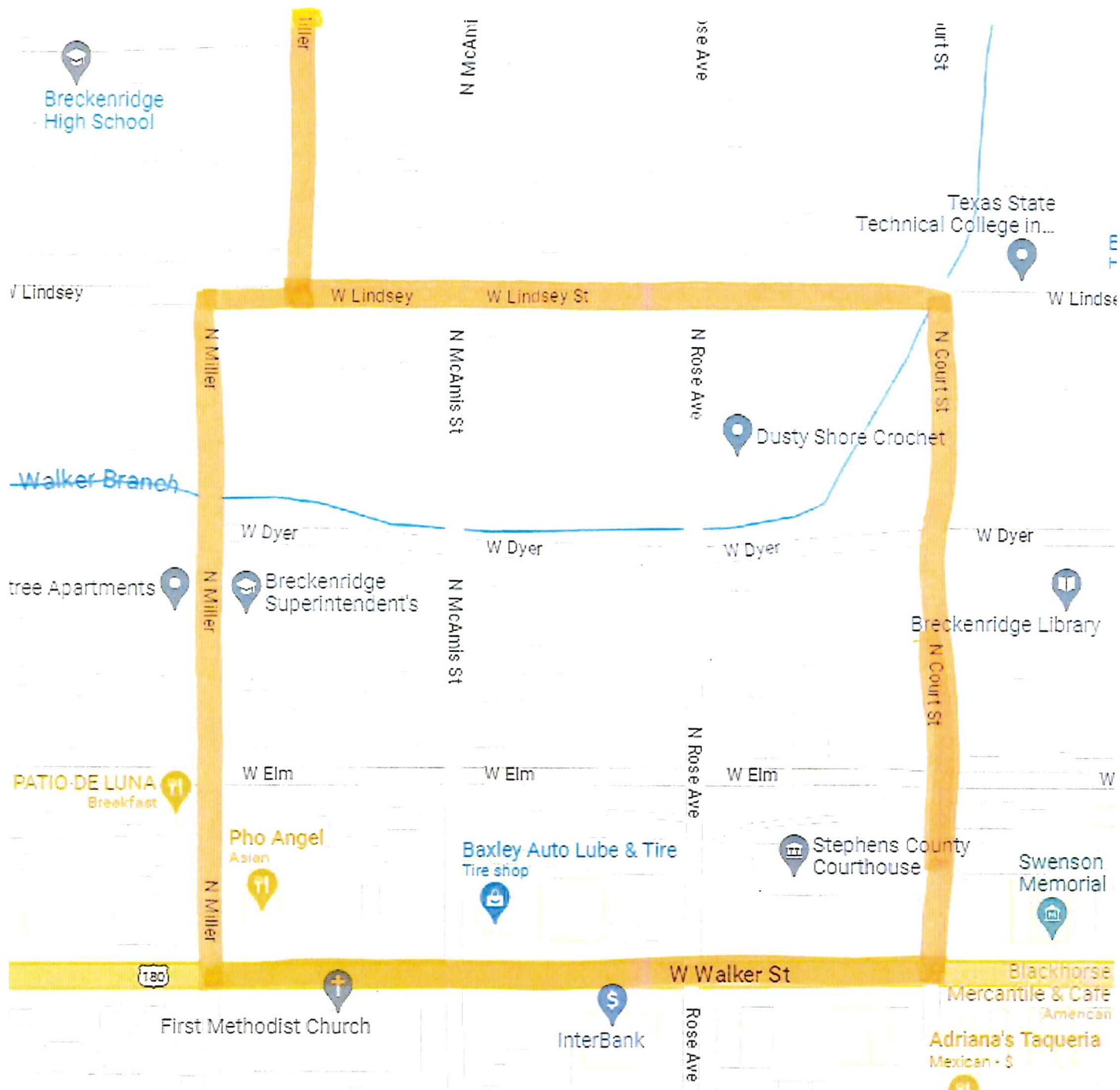
**PASSED AND APPROVED** this 1st day of August 2023.

\_\_\_\_\_  
**Bob Sims,**  
Mayor

**ATTEST:**

\_\_\_\_\_  
**Jessica Sutter, City Secretary**

S E A L





## ***BRECKENRIDGE POLICE DEPARTMENT***

July 25, 2023

To Whom It May Concern:

Please be advised that the Breckenridge Police Department will provide traffic control for the Breckenridge Homecoming parade scheduled Wednesday, September 13, 2023, from 7:00 P.M. until 7:45 P.M. The route taken is Miller to Walker to Court. Walker will be closed for approximately 45 minutes.

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



# CERTIFICATE OF INSURANCE

Form 1560  
(Rev. 8/18)  
Previous editions of this form may not be used.  
Page 1 of 2

Agents should complete this form by providing all requested information, then either email, fax, or mail this form as noted at the bottom of page two. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: Breckenridge ISD

Street/Mailing Address: 208 North Miller / P. O. Box 1738

City/State/Zip: Breckenridge, TX 76424

Phone Number: (254) 522-9600

## WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

<b>Carrier Name:</b>			<b>Carrier Phone #:</b> (     )     -	
<b>Address:</b>			<b>City, State, Zip:</b>	
<b>Type of Insurance</b>	<b>Policy Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Limits of Liability:</b>
Workers' Compensation				Not Less Than: Statutory - Texas

## COMMERCIAL GENERAL LIABILITY INSURANCE:

<b>Carrier Name:</b> Property Casualty Alliance			<b>Carrier Phone #:</b> ( 405 ) 556 - 2363	
<b>Address:</b> 12300 Dundee Ct. Suite 112			<b>City, State, Zip:</b> Cypress, TX 77429	
<b>Type of Insurance:</b>	<b>Policy Number:</b>	<b>Effective Date:</b>	<b>Expiration Date:</b>	<b>Limits of Liability:</b>
Commercial General Liability Insurance	PC 215-901-22	9/1/2022	9/1/2023	Not Less Than: \$ 600,000 each occurrence

## BUSINESS AUTOMOBILE POLICY:

<b>Carrier Name:</b> Property Casualty Alliance			<b>Carrier Phone #:</b> ( 405 ) 556 - 2363	
<b>Address:</b> 12300 Dundee Ct. Suite 112			<b>City, State, Zip:</b> Cypress, TX 77429	
<b>Type of Insurance:</b>	<b>Policy Number:</b>	<b>Effective Date:</b>	<b>Expiration Date:</b>	<b>Limits of Liability:</b>
Business Automobile Policy	PC 215-901-22	9/1/2022	9/1/2023	Not Less Than: \$ 600,000 combined single limit

## UMBRELLA POLICY (If applicable):

<b>Carrier Name:</b>			<b>Carrier Phone #:</b> (     )     -	
<b>Address:</b>			<b>City, State, Zip:</b>	
<b>Type of Insurance:</b>	<b>Policy Number:</b>	<b>Effective Date:</b>	<b>Expiration Date:</b>	<b>Limits of Liability:</b>
Umbrella Policy				

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

## Agency Name

Edwards Risk Management, Inc.

## Address

1004 Marble Heights Dr.

## City, State, Zip Code

Marble Falls, TX 78654

( 830 ) 693 - 2728

Authorized Agent's Phone Number

*Walter T. [Signature]*  
Authorized Agent Original Signature

9/7/2022

Date

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Request to approve the agreement between the City of Breckenridge and the Breckenridge Library and Fine Arts Foundation

**Department:** Administration

**Staff Contact:** Jessica Sutter

**Title:** City Secretary

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**BACKGROUND INFORMATION:**

This is the Agreement for the Breckenridge Library and Fine Arts Foundation for the period of October 1, 2023, through September 30, 2024. There is no change in this agreement from previous agreements, except for the dates. The city agrees to fund the Breckenridge Fine Arts Center in the amount of \$16,100.00 annually as well as fund the Breckenridge Library in the amount of \$13,900.00 annually.

**FINANCIAL IMPACT:**

Total annual impact is \$30,000.

**STAFF RECOMMENDATION:**

Approve agreement as presented.

# Breckenridge Library and Fine Arts Foundation

President  
David L. Clark  
Vice-President  
Barrett D. Clark

Post Office Box 752  
Breckenridge, Texas 76424  
254-559-2246  
FAX 254-559-8553

Secretary-Treasurer  
Rena Goldsmith

July 12, 2023

Mr. Bob Sims  
Mayor, City of Breckenridge  
Ms. Cynthia Northrup, City Manager  
105 N. Rose  
Breckenridge, TX 76424

Re: Contractual Agreement between the City of Breckenridge and the Breckenridge Library & Fine Arts Foundation


Dear Bob & Cynthia:

Please find enclosed for yours, and the commissioners review and consideration a proposed Contractual Agreement between the City of Breckenridge and the Breckenridge Library and Fine Arts Foundation for the period beginning October 1, 2023 thru September 30, 2024. Nothing was changed from the previous Agreement, except for the dates.

We appreciate all that you guys have done for the Library and the Fine Art Center through the past years. I would think that the citizens of Breckenridge appreciate your helping to provide these fine facilities that are used by so many each year. Many hours of time and treasure by the Foundation and many volunteers are donated to help provide these facilities. I know that times are tough, and I feel sure that the city does not have a lot of wiggle room in your budgeting process to keep the city running, but without the city's financial support, the employees of both the Library and FAC and the many non-paid volunteers, it will be very difficult to continue to provide these wonderful facilities each year for the citizens of Breckenridge and Stephens County.

Thank you so much for your help, and if acceptable, please return one executed copy to me in the enclosed return envelope or please give me a call at 254-559-2246, Ext 1 and I'll be glad to drop by your office to pick up the BLFAF's copy. If you have any questions, please give me a call.

Sincerely yours,

  
David L. Clark



## CONTRACTUAL AGREEMENT

The City of Breckenridge, a municipality in Stephens County, Texas, hereinafter referred to as "City" hereby contracts with the Breckenridge Library and Fine Arts Foundation, a private corporation, of Breckenridge, Stephens County, Texas, hereinafter referred to as "Foundation" for the provision of services and facilities relating to a complex located at 207 and 209 North Breckenridge Avenue, Breckenridge, Texas, hereinafter referred to as "Complex", subject to the following considerations, covenants, agreements, and conditions:

1. Term:

The term of this contractual agreement shall be for a period of one (1) year, beginning on October 1, 2023 thru September 30, 2024. This contractual agreement expires without notification on September 30, 2024.

2. Termination:

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

3. Foundation Responsibilities:

A. Foundation agrees to operate a Breckenridge Library and a Breckenridge Fine Arts facility within this complex.

B. Foundation agrees to maintain a public auditorium within this complex.

C. Foundation agrees to use of the Breckenridge Library, Breckenridge Fine Arts Facility, and the designated public meeting area within the facility, by the City of Breckenridge without any fee or use charges.

D. Foundation agrees to furnish to the City Manager's office, monthly, a copy of minutes and financial reports for the Breckenridge Library Board of Directors and for the Breckenridge Fine Arts Center Board of Directors.

4. City Responsibilities:

A. City agrees to payments to the **Breckenridge Fine Arts Center** of an amount of **\$16,100.00** during the term of this agreement to be applied to a combination of electrical utility cost, general liability and property insurance cost, janitorial cost, equipment and building repair cost. Said funds will be reimbursed only after proof of



payment by the Breckenridge Fine Arts Center. The City assumes no responsibility for the payment of any of the referenced cost, or for the coverage, negotiations of premiums, or processing of any insurance claims.

B. City agrees to payments to the **Breckenridge Library** of an amount of **\$13,900.00** during the term of this agreement to be applied to a combination of electrical utility cost, general liability and property insurance cost, janitorial cost, equipment and building repair cost. Said funds will be reimbursed only after proof of payment by the Breckenridge Library. The City assumes no responsibility for the payment of any of the referenced cost, or for coverage, negotiations of premiums, or processing of any insurance claims.

5. Notices:


All notices to be given to City shall be in writing deposited in the United States mail, certified or registered, with postage prepaid, and addressed to City of Breckenridge, Attention of City Manager, at 105 North Rose Avenue Breckenridge, Texas 76424 and to the Foundation in the same manner, addressed to Foundation, P.O. Box 752, Breckenridge, TX 76424. Change of address by either party must be by notice given to the other in the same manner as above specified.

IN WITNESS WHEREOF, the City of Breckenridge and the Breckenridge Library and Fine Arts Foundation have executed this contractual agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF BRECKENRIDGE

BRECKENRIDGE LIBRARY AND  
FINE ARTS FOUNDATION

By: \_\_\_\_\_  
Bob Sims, Mayor

By:   
David L. Clark, President

ATTEST:

By: \_\_\_\_\_  
Cynthia Northrop  
City Manager

STATE OF TEXAS:  
COUNTY OF STEPHENS:

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by Bob Sims, Mayor for and on behalf of said City and in the capacity herein stated.

S E A L

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

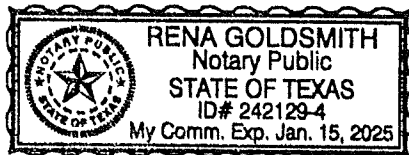
STATE OF TEXAS:  
COUNTY OF STEPHENS:

This instrument was acknowledged before me on July 12, 2023, by David L. Clark, President for and on behalf of said Foundation and in the capacity herein stated.

S E A L

Rena Dolasimta  
Notary Public

My Commission Expires: 1-15-25





## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and consider adoption of an ordinance authorizing the issuance and sale of City of Breckenridge, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023; levying an annual ad valorem tax and providing for the security for and payment of said Certificates of Obligation; providing an effective date; and enacting other provisions relating to the subject

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

City Commissioner's began preparing for this issuance during the FY 2022-2023 Budget process; determining to move current debt related to the Water/Wastewater Fund and free up capacity on the General Fund to support additional debt for needed capital improvement projects, most notably streets but also including park improvements and facilities for Public Works. The chart below shows an estimated breakdown of expenditures by project. Final breakdown will be dependent upon associated bond costs (i.e., Hilltop Financial Advisors, Bond Counsel and Underwriting) and actual pricing of the PW Facility and Parks projects.

The publication and posting of the Notice of Intention to issue Certificates of Obligation in June of 2023 at an amount not to exceed \$9.1 million was the first step. After receiving the Certified Values from the Stephen's County Appraisal District of \$283,363,231 at the end of July 2023 and our financial advisors analyzing the current market conditions the recommended amount to issue is \$ 8,641,000 million and will be funded from the I&S rate of \$3.94%.

See attached Ordinance authorizing the issuance and sale of City of Breckenridge, Texas Combination Tax and Revenue Certificates of Obligation.

### FINANCIAL IMPACT:

### STAFF RECOMMENDATION:

Staff recommends approval of the Ordinance authorizing the issuance and sale of City of Breckenridge, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023.



**ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF CITY OF BRECKENRIDGE, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID CERTIFICATES OF OBLIGATION; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT.**

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

WHEREAS, the City Commission of the City of Breckenridge, Texas, deems it advisable to issue Certificates of Obligation in the amount and for the purposes hereinafter set forth:

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code;

WHEREAS, the City Commission has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation, and said notice has been duly posted on the City's internet website and duly published in a newspaper of general circulation in said City, said newspaper being a "newspaper" as defined in §2051.044, Texas Government Code;

WHEREAS, the City received no petition from the qualified electors of the City protesting the issuance of such Certificates of Obligation;

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates of Obligation was submitted to the voters of the City during the preceding three years and failed to be approved; and

WHEREAS, it is considered to be to the best interest of the City that said interest-bearing Certificates of Obligation be issued; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Tex. Gov't Code Ann. ch. 551; Now, Therefore

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

Section 1. **RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES.** The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the City of Breckenridge, Texas (the "Issuer") are hereby authorized to be issued and delivered in the aggregate principal amount of \$8,385,000 for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) constructing and improving streets, roads, alleys, bridges and sidewalks including related utility relocation, drainage, landscaping, lighting and signage; (ii) acquiring, constructing, renovating, improving, installing and equipping park and recreational improvements; (iii) acquiring, constructing, renovating, improving and equipping existing municipal buildings including for the Issuer's public works department; and (iv) paying legal, fiscal and engineering fees in connection with these projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF BRECKENRIDGE, TEXAS, COMBINATION TAX AND REVENUE

CERTIFICATE OF OBLIGATION, SERIES 2023," and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated August 1, 2023, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the underwriter as described in Section 9 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said certificates shall mature and be payable serially on March 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF CERTIFICATE set forth in Section 4 of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

<u>Years</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2024	235,000	5.000
2025	265,000	5.000
2026	280,000	5.000
2027	295,000	5.000
2028	310,000	5.000
2029	325,000	5.000
2030	345,000	5.000
2031	360,000	5.000
2032	380,000	5.000
2033	400,000	5.000
2034	420,000	5.000
2035	440,000	5.000
2036	465,000	5.000
2037	485,000	5.000
2038	510,000	4.000
2039	530,000	4.000
2040	550,000	4.000
2041	575,000	4.000
2042	595,000	4.000
2043	620,000	4.000

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

### Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints BOKF, NA, Dallas, Texas, to serve as paying agent and registrar for the Certificates (the "Paying Agent/Registrar"). The Mayor or City Manager is authorized and directed to execute and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Authentication. Except as provided in subsection (i) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall



be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a printed Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsections (i) and (j) of this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Issuer Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Blanket Issuer Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(n) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the Underwriter of the Certificates or its designee, executed by manual or facsimile signature of the President and Secretary of the Board, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall insert the Issuance Date on Certificate No. T-1, cancel each of the initial Certificates and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Certificate.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS  CITY OF BRECKENRIDGE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION SERIES 2023	PRINCIPAL AMOUNT \$ _____
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<u>Interest Rate</u>	<u>Delivery Date</u>	<u>Maturity Date</u>	<u>CUSIP No.</u>
	August 29, 2023	March 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Breckenridge, in Stephens County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on March 15, 2024 and semiannually on each September 15 and March 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of BOKF, NA, Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated August 1, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$8,385,000 for paying all or a portion of the Issuer's contractual obligations incurred in connection with with (i) constructing and improving streets, roads, alleys, bridges and sidewalks including related utility relocation, drainage, landscaping, lighting and signage; (ii) acquiring, constructing, renovating, improving, installing and equipping park and recreational improvements; (iii) acquiring, constructing, renovating, improving and equipping existing municipal buildings including for the Issuer's public works department; and (iv) paying legal, fiscal and engineering fees in connection with these projects (collectively, the "Project").

ON MARCH 15, 2033, or any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed

only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Certificate to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any

such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the surplus net revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or any part of the net revenues of the Issuer's waterworks and sewer system, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

_____ (signature) City Secretary	_____ (signature) Mayor
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(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE  
(To be executed if this Certificate is not accompanied by an executed Registration  
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a

series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: \_\_\_\_\_.

BOKF, NA  
Dallas, Texas  
Paying Agent/Registrar

By: \_\_\_\_\_  
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT  
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers  
unto: \_\_\_\_\_

Transferee's Social Security or Taxpayer Identification Number: \_\_\_\_\_

Transferee's name and address, including zip code: \_\_\_\_\_

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_, attorney, to register the transfer of  
the within Certificate on the books kept for registration thereof, with full power of substitution in the  
premises.

Dated: \_\_\_\_\_.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.



(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. \_\_\_\_\_

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. \_\_\_\_\_" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF BRECKENRIDGE, TEXAS, in Stephens County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
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(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on March 15, 2024, and semiannually on each September 15 and March 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

## Section 5. TAX LEVY; INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. Any amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by and payable from revenues of the Issuer's waterworks and sewer system (the "System") that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the System, such revenues constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this section, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of subsection (a) of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit, or budgeted for deposit as hereinafter provided, in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to subsection (a) of this section may be reduced to the extent and by the amount of the revenues then on deposit, or budgeted for deposit as hereinafter provided, in the Sinking Fund. However, if the Surplus Revenues are budgeted for deposit into the Interest and Sinking Fund, the Issuer:

(i) shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Surplus Revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Interest and Sinking Fund for the repayment of the Certificates; and

(ii) shall at all times maintain and collect sufficient System rates and charges in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the System, produce net revenues in an amount sufficient to pay all outstanding revenue bonds and other obligations of the Issuer which are secured in whole or in part by a pledge of revenues of the System and for which the Issuer is budgeting the repayment of such obligations from the revenues of the System.

(c) Article 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer

under this Section, is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Certificates a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

#### Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

#### Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986 (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less, or, in the case of current refunding bonds, for a period of 90 days or less and in the case of advance refunding bonds, for a period of 30 days or less, until such proceeds are needed for the purpose for which the Certificates or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificates or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the holders of the Certificates. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, City Secretary, City Manager and the Finance Director of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Designation as Qualified Tax Exempt Obligations. The Issuer hereby designates the Certificate as a "qualified tax exempt obligation" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Certificate is issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations that when aggregated with the Certificate, will result in more than \$10,000,000 of "qualified tax exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax exempt obligations issued, during the calendar year in which the Certificate is issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in Section 9 hereof, in order that the Certificate will not be considered "private activity bonds" within the meaning of section 141 of the Code.

#### Section 9. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) The Certificates are hereby sold and shall be delivered to Raymond James & Associates, Inc. (the "Underwriter") for the purchase price of \$8,778,536.59, representing the aggregate principal amount of the Certificates, plus a net reoffering premium of \$447,007.30, and less an underwriter's discount of \$53,470.71, pursuant to the terms and provisions of a Purchase Agreement, in substantially the form presented at this meeting, which the Mayor or Mayor Pro-Tem of the Issuer is hereby authorized to execute and deliver in the name of and on behalf of the Issuer. The Certificates shall initially be registered in the name of such Underwriter or its designee. It is hereby officially found, determined, and declared that the terms and issuance of the Certificates are in the best interests of the Issuer.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated July 26, 2023, prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, City Manager, City Secretary and Finance Director, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

**Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.**

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the Underwriter to accept delivery of the Certificates is subject to the Underwriter being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the Underwriter. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or City Manager, and the Mayor or City Manager is hereby authorized to execute such engagement letter.

**Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS.** Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

**Section 12. CONSTRUCTION FUND; SECURITY FOR DEPOSITS.**

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2023 Certificate of Obligation Construction Fund" (the "Construction Fund") for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.



### Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b); provided however, that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (A) within 12 months after the end of each fiscal year ending in or after 2023, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement under Tables 1 through 6 and 8 through 15; and (B) within 12 months after the end of each fiscal year ending in or after 2023, audited financial statements, if the Issuer commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the Issuer will provide unaudited financial information of the type in the numbered tables described above by the required time and will provide the Issuer's annual audited financial statements when and if such audited financial statements become available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Notice of Certain Events. (i) The Issuer shall file notice of any of the following events with respect to the Certificates with the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other

- material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
  - (8) Certificate calls, if material, and tender offers;
  - (9) Defeasances;
  - (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
  - (11) Rating changes;
  - (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
  - (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
  - (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
  - (15) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
  - (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer shall file notice with the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with Subsection (b) of this Section by the time required by such Subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly

provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

## Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the City or the City Commission.

Section 16. APPROPRIATION. To pay the debt service coming due on the Certificates, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Commission.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 19. REIMBURSEMENT. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

[Remainder of page intentionally left blank]



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding final Change Order (#4) to the AMI Meter Replacement project, acceptance of project and purchase of stock meters.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

Using funding from the Americans Recovery Plan Act, the City of Breckenridge directed the funds to improve and automate the meter reading for utility billing, which will increase the accuracy of water usage by our customers, save staff time, and provide customers the ability to identify leaks. SecureVision is the contract vendor, EHT provided construction project management services and Public Management provided grant administration services as this was a project funded primarily by ARPA funds.

The project has been underway since last year. The Notice to Proceed was June 16, 2022, with 240 days to complete. Original completion was scheduled to be February 11, 2022.

This close-out change order reconciles the project (see Construction Contract Change Order Request).

The original contract price was \$1,298,678.53. The project had four change orders:

Change Order 1 – added \$10,620

Change Order 2 – added \$ 34,399 (Change Order #2 increased completion time from 240 to 270 days)

Change Order 3 – added \$21,360 (Change Order #3 also increased completion time from 270 to 337 days.)

Final Reconciled Change Order 4 – subtracts \$1,955

Net Change - \$64,424

This is the final punch list and reconciliation of meters installed and includes the purchase of additional meters (6-3/4 inch at \$270 each; 6-1 inch at \$415 each; 2 2-inch x 15 inches at \$1,185 each; plus \$105 for freight) for a total of \$6,585 to have on hand as requests for connections are received. Pricing on these meters has already increased substantially and this will allow us to take advantage of existing contract meter pricing.

**FINANCIAL IMPACT:**

Final increase contract price from \$1,298,678.53 to \$1,363,102.53, an increase of \$64,424, plus additional stock meters at contract pricing \$6,585.

**STAFF RECOMMENDATION:**

Staff recommends approval of final change order, acceptance of project and purchase of stock meters at contract prices.





July 26, 2023

City of Breckenridge  
105 N Rose  
Breckenridge, Texas 76424  
Attn: Cynthia Northrop, City Manager

**Re: Certification of Construction Completion  
Water Meter Replacement and AMI Project**

Dear Ms. Northrop:

To the best of my knowledge, information, and belief, the above referenced project was constructed in accordance with the approved plans, specifications, and contract documents. The functionality of the new water meters and AMI system have been demonstrated to successfully meet the required 98.5% meter read rate and the Contractor has reconciled the final meter installation list with city records.

The contractor has submitted the following close-out documents for approval:

1. Final Change Order (CO #4)
2. Final Pay Request – Release of Retainage (PR #5)
3. Affidavit of Bills Paid
4. Consent of Surety to Final Payment
5. Warranty Statement

These documents have been provided to the city by separate transmittal. Based on the above referenced information and in accordance with Section 15.06 of the Contract General Conditions, eHT recommends acceptance of the project and final payment be made to the contractor. If you have any questions or need any additional information, please contact me at (325) 698-5560.

Sincerely,

**Enprotec / Hibbs & Todd, Inc.**

Joseph T. Mangrem, P.E.

JTM/jd



7/26/2023

c: Project File 8170

P:\Projects\Breckenridge, City of\8170 ARPA General Engineering Services\Task No. 1 Water Meter Replacement\6. Construction Phase\8170 Final Completion Letter.doc

PARTIAL PAYMENT ESTIMATE

CONTRACT NO. 8170  
Water Meter Replacement and AMI Project  
PARTIAL PAYMENT ESTIMATE 5 Final  
DRAFT  
PAGE 1 of 2

Advanced Meter Infrastructure (AMI) System Replacement Project

OWNER: City of Breckenridge	CONTRACTOR: SecureVision of America, PO Box 218 Fentress TX. 78622	PERIOD OF ESTIMATE FROM 5/25/2023
-----------------------------	--	--------------------------------------

CONTRACT CHANGE ORDER SUMMARY				ESTIMATE
No.	Date	Amount		
		Additions	Deductions	
1	9/30/2022	\$10,620.00		1. Original Contract..... \$ 1,298,678.53
2	2/7/2023	\$ 34,399.00		2. Change Orders..... \$ 64,424.00
3	4/25/2023	\$ 21,360.00		3. Revised Contract (1+2)..... \$ 1,363,102.53
4	7/14/2023		\$ (1,955.00)	4. Work Completed*..... \$ 1,363,102.53
				5. Stored Materials.....
				6. Subtotal (4+5)..... \$ 1,363,102.53
				7. Retainage*.....
				8. Previous Payments..... \$ 1,294,947.40
				9. Amount Due(6-7-8)..... \$ 68,155.13
TOTALS		\$66,379.00	(\$1,955.00)	*Detailed Breakdown attached
NET CHANGE			\$64,424.00	

CONTRACT TIME

Original(days)	240	On Schedule	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Starting Date	16-Jun-22
Revised	337			Projected Completion	24-May-23
Remaining					

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this pay estimate has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous payment estimates was issued and payments received from the Owner, and that current payment shown herein is now due.

ENGINEER'S CERTIFICATION:

To the extent that they have been present on the project site, the undersigned certifies that, to the best of their knowledge and belief, the work claimed to be complete in this Estimate is indeed complete; the quantities shown are correct and the work has been performed in accordance with the Contract Documents.

CONTRACTOR:

SecureVision of America  
By John Tracy Irwin  
Date 7/17/2023

ENGINEER:

Texas Registered Engineering Firm  
Enprotec/Hibbs & Todd, Inc

APPROVED BY OWNER:

OWNER:

City of Breckenridge Texas  
By \_\_\_\_\_  
Date \_\_\_\_\_

By Joseph T. Mangrem  
Joe Mangrem, P.E., Project Engineer

Date 07/20/2023

UNIT PRICE BREAKDOWN											Item 7.
		CONTRACT				THIS PERIOD		TOTAL TO DATE			
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	% COMPLETE	
	BASE BID										
1	Mobilization and Bonds	1	LS	\$ 31,971.22	\$ 31,971.22		\$ -	1	\$ 31,971.22	100%	
2	Furnish and Install AMI network	1	LS	\$ 32,700.00	\$ 32,700.00		\$ -	1	\$ 32,700.00	100%	
3	Furnish and Install 3/4" AMI meter and endpoint		EA.	\$ -	\$ -	-	\$ -	-	\$ -		
3a	5/8" x 3/4 AMI Meter	441	EA.	\$ 270.00	\$ 119,070.00		\$ -	441	\$ 119,070.00	100%	
3b	Install 5/8" x 3/4 AMI Meter	441	EA.	\$ 55.00	\$ 24,255.00		\$ -	441	\$ 24,255.00	100%	
4	Furnish and Install 3/4 AMI meter and endpoint		EA.	\$ -	\$ -	-	\$ -	-	\$ -		
4a	5/8" x 3/4 AMI Meter	2,080	EA.	\$ 270.00	\$ 561,600.00		\$ -	2,080	\$ 561,600.00	100%	
4b	Install 5/8" x 3/4 AMI Meter	2,080	EA.	\$ 55.00	\$ 114,400.00	970	\$ 53,350.00	2,080	\$ 114,400.00	100%	
5	Furnish and Instal 1" Meters		EA.	\$ -	\$ -		\$ -	-	\$ -		
5a	1" AMI Water Meter	19	LS	\$ 415.00	\$ 7,885.00		\$ -	19	\$ 7,885.00	100%	
5b	Instal 1" AMI Water Meter	19	L.S.	\$ 65.00	\$ 1,235.00	1	\$ 65.00	19	\$ 1,235.00	100%	
6	Furnish and Install 1-1/2" Water Meter		L.S.	\$ -	\$ -	-	\$ -		\$ -		
6a	1-1/2" AMI Water Meter	138	EA.	\$ 1,105.00	\$ 152,490.00	1	\$ 1,105.00	138	\$ 152,490.00	100%	
6b	Install 1-1/2" Water Meter	138	EA.	\$ 250.00	\$ 34,500.00	127	\$ 31,750.00	138	\$ 34,500.00	100%	
7	Furnish and Install 2" Water Meter		EA.	\$ -	\$ -	-	\$ -	-	\$ -		
7a	2" AMI Water Meter	60	EA.	\$ 1,185.00	\$ 71,100.00		\$ -	60	\$ 71,100.00	100%	
7b	Install 2" Water Meter	60	EA.	\$ 300.00	\$ 18,000.00	57	\$ 17,100.00	60	\$ 18,000.00	100%	
8	Furnish and Install 3" Water Meter		EA.	\$ -	\$ -	-	\$ -	-	\$ -		
8a	3" AMI Water Meter	7	EA.	\$ 2,400.00	\$ 16,800.00		\$ -	7	\$ 16,800.00	100%	
	Install 3" Water Meter	7	EA.	\$ 450.00	\$ 3,150.00	7	\$ 3,150.00	7	\$ 3,150.00	100%	
9	Furnish and Install 4" Water Meter		EA.	\$ -	\$ -	-	\$ -	-	\$ -	#DIV/0!	
9a	4" AMI Water Meter	7	EA.	\$ 3,333.33	\$ 23,333.31		\$ -	7	\$ 23,333.31	100%	
9b	Install 4" Water Meter	7	EA.	\$ 550.00	\$ 3,850.00	7	\$ 3,850.00	7	\$ 3,850.00	100%	
10	Furnish and Install 8" Water Meter		EA.	\$ -	\$ -		\$ -		\$ -	#DIV/0!	
10a	8" AMI Water Meter	1	EA.	\$ 8,800.00	\$ 8,800.00	1	\$ 8,800.00	1	\$ 8,800.00	100%	
10b	Install 8" Water Meter	1	EA.	\$ 1,150.00	\$ 1,150.00	1	\$ 1,150.00	1	\$ 1,150.00	100%	
11	Furnish and Provide as Specifies owner Training	1	LS.	\$ 33,395.00	\$ 33,395.00	1	\$ 33,395.00	1	\$ 33,395.00	100%	
12	Furnish and Install MDMS and Integration	1	LS.	\$ 26,351.00	\$ 26,351.00	1	\$ 26,351.00	1	\$ 26,351.00	100%	
13	Annual Hosting and Support	1	LS.	\$ 12,643.00	\$ 12,643.00	1	\$ 12,643.00	1	\$ 12,643.00	100%	
	Change order						\$ -		\$ -	#DIV/0!	
1	1" AMI Water Meter	19	EA	\$ 415.00	\$ 7,885.00	19	\$ 7,885.00	19	\$ 7,885.00	100%	
1	Instal 1" AMI Water Meter	19	EA	\$ 65.00	\$ 1,235.00	19	\$ 1,235.00	19	\$ 1,235.00	100%	
1	Meter Box Install	60	EA	\$ 25.00	\$ 1,500.00	60	\$ 1,500.00	60	\$ 1,500.00	100%	
2	Furnish 1" Water Meters	8	EA	\$ 415.00	\$ 3,320.00	8	\$ 3,320.00	8	\$ 3,320.00	100%	
	Install 1" Water Meters	8	EA	\$ 65.00	\$ 520.00	8	\$ 520.00	8	\$ 520.00	100%	
2	Furnish 1.5" Water Meters	43	EA	\$ 1,105.00	\$ 47,515.00	43	\$ 47,515.00	43	\$ 47,515.00	100%	
	Install 1.5" Meter	43	EA	\$ 250.00	\$ 10,750.00	43	\$ 10,750.00	43	\$ 10,750.00	100%	
2	Furnish 2" Water Meter	13	EA	\$ 1,185.00	\$ 15,405.00	13	\$ 15,405.00	13	\$ 15,405.00	100%	
	Install 2" Water Meters	13	EA	\$ 300.00	\$ 3,900.00	13	\$ 3,900.00	13	\$ 3,900.00	100%	
2	Relocate 4" Water Meters	4	EA	\$ 550.00	\$ 2,200.00	4	\$ 2,200.00	4	\$ 2,200.00	100%	
2	Meter Box Install	45	EA	\$ 25.00	\$ 1,125.00	45	\$ 1,125.00	45	\$ 1,125.00	100%	

2	5/8 Meter Return	(168)	EA	\$	270.00	\$	(45,360.00)	(168)	\$	(45,360.00)	(168)	\$	(45,360.00)	100%
2	5/8" Install Credit	(168)	EA	\$	55.00	\$	(9,240.00)	(168)	\$	(9,240.00)	(168)	\$	(9,240.00)	100%
2	Downsize 1" to 5/8"	18	EA	\$	123.00	\$	2,214.00	18	\$	2,214.00	18	\$	2,214.00	100%
2	Downsize 1.5" to 5/8"	5	EA	\$	410.00	\$	2,050.00	5	\$	2,050.00	5	\$	2,050.00	100%
3	Furnish 1" Water Meters	10	EA	\$	415.00	\$	4,150.00	10	\$	4,150.00	10	\$	4,150.00	100%
	Install 1" Water Meters	10	EA	\$	65.00	\$	650.00	10	\$	650.00	10	\$	650.00	100%
3	Furnish 2" Water Meter	6	EA	\$	1,185.00	\$	7,110.00	6	\$	7,110.00	6	\$	7,110.00	100%
	Install 2" Water Meters	6	EA	\$	300.00	\$	1,800.00	6	\$	1,800.00	6	\$	1,800.00	100%
3	Remobilization	1	LS	\$	1,500.00	\$	1,500.00	1	\$	1,500.00	1	\$	1,500.00	100%
3	Additional Install Labor Cost	1	LS	\$	6,150.00	\$	6,150.00	1	\$	6,150.00	1	\$	6,150.00	100%
4	5/8 Meter Instal	(82)	EA	\$	55.00	\$	(4,510.00)	(82)	\$	(4,510.00)	(82)	\$	(4,510.00)	100%
4	1" Furnish And Install	6	Ea	\$	480.00	\$	2,880.00	6	\$	2,880.00	6	\$	2,880.00	100%
4	1-1/2" Meter Install	(27)	EA	\$	250.00	\$	(6,750.00)	(27)	\$	(6,750.00)	(27)	\$	(6,750.00)	100%
4	2" Furnish Water Meter	5	EA	\$	1,185.00	\$	5,925.00	5	\$	5,925.00	5	\$	5,925.00	100%
4	2" Water Meter Install Only	1	EA	\$	300.00	\$	300.00	1	\$	300.00	1	\$	300.00	100%
4	3 Water Meter Install only	(2)	Ea	\$	450.00	\$	(900.00)	(2)	\$	(900.00)	(2)	\$	(900.00)	100%
	4" Water Meter Install Relocate	2	EA	\$	550.00	\$	1,100.00	2	\$	1,100.00	2	\$	1,100.00	100%
								\$	-		\$	-	#DIV/0!	
	TOTALS					\$ 1,363,102.53		\$ 257,133.00		\$ 1,363,102.53			100%	

## Construction Contract Change Order Request

Subrecipient: Breckenridge

Region: WCTCOG

ARP Contract Number: TX0206

Change Order No.: 4 - CLOSEOUT

## Engineer Name, Address, &amp; Phone Number

Enprotec / Hibbs & Todd, Inc.  
402 Cedar Street, Abilene, Texas 79601  
325-698-5560

## Contractor Name, Address, &amp; Phone Number:

SecureVision of America, Inc., PO Box 218  
Fentress, Texas 78622 , 830-243-7117

## ATTACH SHEET FOR ADDITIONAL ITEMS

ITEM NO.	DESCRIPTION	ORIGINAL EST. QTY	NEW EST. QTY	NET CHG IN QUAN	ORIGINAL UNIT PRICE	REVISED UNIT PRICE	NET CHANGE IN \$	UNIT MEASURE	NET CHANGE IN DOLLARS
1	5/8" Water Meter - Install Only	2,353	2,271	-82	55.00			EA	-4,510.00
2	1" Water Meter - Furnish and Install	56	62	+6	480.00			EA	2,880.00
3	1-1/2" Water Meter - Install Only	181	152	-27	250.00			EA	-6,750.00
4	2" Water Meter - Furnish Only	79	84	+5	1,185.00			EA	5,925.00
5	2" Water Meter - Install Only	79	80	+1	300.00			EA	300.00
6	3" Water Meter - Install Only	7	5	-2	450.00			EA	-900.00
7	4" Water Meter - Install / Relocate	4(CO#2)	6	+2	550.00			EA	1,100.00
								Total	-1,955.00

## Justification for Change

	Increase		Decrease		No Change
1. Effect of this change on scope of work:	<input checked="" type="radio"/>		<input type="radio"/>		<input type="radio"/>
2. Effect on operation and maintenance costs:	<input type="radio"/>		<input type="radio"/>		<input checked="" type="radio"/>
3. Will this Change Order change the number of beneficiaries?	<input type="radio"/>	Yes	<input type="radio"/>	No	Not Applicable
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="radio"/>		<input checked="" type="radio"/>		<input type="radio"/>
If "yes", is an environmental assessment required? Explain.					
5. Is the TCRQ clearance still valid?	<input type="radio"/>		<input type="radio"/>		<input checked="" type="radio"/>
6. Are other contractual special condition clearances still valid?	<input type="radio"/>		<input type="radio"/>		<input checked="" type="radio"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input checked="" type="radio"/>		<input type="radio"/>		<input type="radio"/>

Change in Construction Contract Price

Original Contract Price: 1,298,678.53

Cumulative Previous Change Order(s) Total: 66,379.00

Contract Price Prior to this Change Order: 1,365,057.53

Net Increase/Decrease of this Change Order: 1,955.00

Contract Price with All Approved Change Orders: 1,363,102.53

Cumulative Percent Change in Contract Price (+/-): +5.26%

Construction Contract Start Date: 06/16/2022

Change in Contract Time (Calendar Days)

Original Contract Time in Days: 240

Net Change from Previous Change Order(s) in Days: +90

Contract Time Prior to this Change Order in Days: 330

Net Increase/Decrease of this Change Order in Days: 0

Contract Time with All Approved Change Orders in Days: 330

Subrecipient Contract End Date: N/A

Construction Contract End Date: 05/12/2023

Authorized Signature

Date

Authorized Signatory's Name and Title (Print)

Joseph T. Mangrem

Engineer's Signature

07/20/2023

Date

Engineer's Name (Print)

John Tracy Irwin

Contractor's Signature

John Tracy Irwin, President, Securevision of America, Inc.

Contractor's Name and Title (Print)

# PARTIAL PAYMENT ESTIMATE

CONTRACT NO. 8170

Water Meter Replacement and AMI Project

PARTIAL PAYMENT ESTIMATE NO. 4

DRAFT

PAGE 1 of 2

Advanced Meter Infrastructure (AMI) System Replacement Project

OWNER: City of Breckenridge

CONTRACTOR: SecureVision of America, Inc.

PO Box 218

Fentress TX. 78622

PERIOD OF ESTIMATE

FROM

10/1/2023

5/24/2023

## CONTRACT CHANGE ORDER SUMMARY

## ESTIMATE

No.	Date	Amount		
		Additions	Deductions	
1	9/30/2022	\$10,620.00		1. Original Contract..... \$ 1,298,678.53
2	2/7/2023	\$ 34,399.00		2. Change Orders..... \$ 64,424.00
3	4/25/2023	\$ 21,360.00		3. Revised Contract (1+2)..... \$ 1,363,102.53
4	7/14/2023		\$ (1,955.00)	4. Work Completed*..... \$ 1,363,102.53
				5. Stored Materials.....
				6. Subtotal (4+5)..... \$ 1,363,102.53
				7. Retainage*..... \$ 68,155.13
				8. Previous Payments..... \$ 1,050,671.05
				9. Amount Due(6-7-8)..... \$ 244,276.35
TOTALS		\$66,379.00	(\$1,955.00)	*Detailed Breakdown attached
NET CHANGE			\$64,424.00	

## CONTRACT TIME

Original(days)	240	On Schedule	<input checked="" type="checkbox"/> Yes	Starting Date	16-Jun-22
Revised	337			Projected Completion	24-May-23
Remaining			<input type="checkbox"/> No		

## CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this pay estimate has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous payment estimates was issued and payments received from the Owner, and that current payment shown herein is now due.

## CONTRACTOR:

SecureVision of America

By

John Tracy Irwin

Date

7/17/2023

## APPROVED BY OWNER:

## OWNER:

City of Breckenridge Texas

## ENGINEER'S CERTIFICATION:

To the extent that they have been present on the project site, the undersigned certifies that, to the best of their knowledge and belief, the work claimed to be complete in this Estimate is indeed complete; the quantities shown are correct and the work has been performed in accordance with the Contract Documents.

## ENGINEER:

Texas Registered Engineering Firm  
Enprotec/Hibbs & Todd, Inc

By

Joseph T. Mangrem  
Joe Mangrem, P.E., Project Engineer

Date

07/20/2023



		CONTRACT				THIS PERIOD		TOTAL TO DATE		Item 7.
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	COMPLETE
	<b>BASE BID</b>									
	1 Mobilization and Bonds	1	LS	\$ 31,971.22	\$ 31,971.22		\$ -	1	\$ 31,971.22	100%
	2 Furnish and Install AMI network	1	LS	\$ 32,700.00	\$ 32,700.00		\$ -	1	\$ 32,700.00	100%
	3 Furnish and Install 3/4" AMI meter and endpoint		EA.	\$ -	\$ -	-	\$ -	-	\$ -	
3a	5/8" x 3/4 AMI Meter	441	EA.	\$ 270.00	\$ 119,070.00		\$ -	441	\$ 119,070.00	100%
3b	Install 5/8" x 3/4 AMI Meter	441	EA.	\$ 55.00	\$ 24,255.00		\$ -	441	\$ 24,255.00	100%
	4 Furnish and Install 3/4 AMI meter and endpoint		EA.	\$ -	\$ -	-	\$ -	-	\$ -	
4a	5/8" x 3/4 AMI Meter	2,080	EA.	\$ 270.00	\$ 561,600.00		\$ -	2,080	\$ 561,600.00	100%
4b	Install 5/8" x 3/4 AMI Meter	2,080	EA.	\$ 55.00	\$ 114,400.00	970	\$ 53,350.00	2,080	\$ 114,400.00	100%
	5 Furnish and Instal 1" Meters		EA.	\$ -	\$ -		\$ -	-	\$ -	
5a	1" AMI Water Meter	19	LS	\$ 415.00	\$ 7,885.00		\$ -	19	\$ 7,885.00	100%
5b	Instal 1" AMI Water Meter	19	L.S.	\$ 65.00	\$ 1,235.00	1	\$ 65.00	19	\$ 1,235.00	100%
	6 Furnish and Install 1-1/2" Water Meter		L.S.	\$ -	\$ -	-	\$ -		\$ -	
6a	1-1/2" AMI Water Meter	138	EA.	\$ 1,105.00	\$ 152,490.00	1	\$ 1,105.00	138	\$ 152,490.00	100%
6b	Install 1-1/2" Water Meter	138	EA.	\$ 250.00	\$ 34,500.00	127	\$ 31,750.00	138	\$ 34,500.00	100%
	7 Furnish and Install 2" Water Meter		EA.	\$ -	\$ -	-	\$ -	-	\$ -	
7a	2" AMI Water Meter	60	EA.	\$ 1,185.00	\$ 71,100.00		\$ -	60	\$ 71,100.00	100%
7b	Install 2" Water Meter	60	EA.	\$ 300.00	\$ 18,000.00	57	\$ 17,100.00	60	\$ 18,000.00	100%
	8 Furnish and Install 3" Water Meter		EA.	\$ -	\$ -	-	\$ -	-	\$ -	
8a	3" AMI Water Meter	7	EA.	\$ 2,400.00	\$ 16,800.00		\$ -	7	\$ 16,800.00	100%
	Install 3" Water Meter	7	EA.	\$ 450.00	\$ 3,150.00	7	\$ 3,150.00	7	\$ 3,150.00	100%
	9 Furnish and Install 4" Water Meter		EA.	\$ -	\$ -	-	\$ -	-	\$ -	#DIV/0!
9a	4" AMI Water Meter	7	EA.	\$ 3,333.33	\$ 23,333.31		\$ -	7	\$ 23,333.31	100%
9b	Install 4" Water Meter	7	EA.	\$ 550.00	\$ 3,850.00	7	\$ 3,850.00	7	\$ 3,850.00	100%
	10 Furnish and Install 8" Water Meter		EA.	\$ -	\$ -		\$ -		\$ -	#DIV/0!
10a	8" AMI Water Meter	1	EA.	\$ 8,800.00	\$ 8,800.00	1	\$ 8,800.00	1	\$ 8,800.00	100%
10b	Install 8" Water Meter	1	EA.	\$ 1,150.00	\$ 1,150.00	1	\$ 1,150.00	1	\$ 1,150.00	100%
	11 Furnish and Provide as Specifies owner Training	1	LS.	\$ 33,395.00	\$ 33,395.00	1	\$ 33,395.00	1	\$ 33,395.00	100%
	12 Furnish and Install MDMS and Integration	1	LS.	\$ 26,351.00	\$ 26,351.00	1	\$ 26,351.00	1	\$ 26,351.00	100%
	13 Annual Hosting and Support	1	LS.	\$ 12,643.00	\$ 12,643.00	1	\$ 12,643.00	1	\$ 12,643.00	100%
	Change order						\$ -		\$ -	#DIV/0!
	1 1" AMI Water Meter	19	EA	\$ 415.00	\$ 7,885.00	19	\$ 7,885.00	19	\$ 7,885.00	100%
	1 Instal 1" AMI Water Meter	19	EA	\$ 65.00	\$ 1,235.00	19	\$ 1,235.00	19	\$ 1,235.00	100%
	1 Meter Box Install	60	EA	\$ 25.00	\$ 1,500.00	60	\$ 1,500.00	60	\$ 1,500.00	100%
	2 Furnish 1" Water Meters	8	EA	\$ 415.00	\$ 3,320.00	8	\$ 3,320.00	8	\$ 3,320.00	100%
	Install 1" Water Meters	8	EA	\$ 65.00	\$ 520.00	8	\$ 520.00	8	\$ 520.00	100%
	2 Furnish 1.5" Water Meters	43	EA	\$ 1,105.00	\$ 47,515.00	43	\$ 47,515.00	43	\$ 47,515.00	100%
	Install 1.5" Meter	43	EA	\$ 250.00	\$ 10,750.00	43	\$ 10,750.00	43	\$ 10,750.00	100%
	2 Furnish 2" Water Meter	13	EA	\$ 1,185.00	\$ 15,405.00	13	\$ 15,405.00	13	\$ 15,405.00	100%
	Install 2" Water Meters	13	EA	\$ 300.00	\$ 3,900.00	13	\$ 3,900.00	13	\$ 3,900.00	100%
	2 Relocate 4" Water Meters	4	EA	\$ 550.00	\$ 2,200.00	4	\$ 2,200.00	4	\$ 2,200.00	100%
	2 Meter Box Install	45	EA	\$ 25.00	\$ 1,125.00	45	\$ 1,125.00	45	\$ 1,125.00	100%
	2 5/8 Meter Return	(168)	EA	\$ 270.00	\$ (45,360.00)	(168)	\$ (45,360.00)	(168)	\$ (45,360.00)	

2	Downsize 1" to 5/8"	18	EA	\$	123.00	\$	2,214.00	18	\$	2,214.00	18	\$	2,214.00	100%
2	Downsize 1.5" to 5/8"	5	EA	\$	410.00	\$	2,050.00	5	\$	2,050.00	5	\$	2,050.00	100%
3	Furnish 1" Water Meters	10	EA	\$	415.00	\$	4,150.00	10	\$	4,150.00	10	\$	4,150.00	100%
	Install 1" Water Meters	10	EA	\$	65.00	\$	650.00	10	\$	650.00	10	\$	650.00	100%
3	Furnish 2" Water Meter	6	EA	\$	1,185.00	\$	7,110.00	6	\$	7,110.00	6	\$	7,110.00	100%
	Install 2" Water Meters	6	EA	\$	300.00	\$	1,800.00	6	\$	1,800.00	6	\$	1,800.00	100%
3	Remobilization	1	LS	\$	1,500.00	\$	1,500.00	1	\$	1,500.00	1	\$	1,500.00	100%
3	Additional Install Labor Cost	1	LS	\$	6,150.00	\$	6,150.00	1	\$	6,150.00	1	\$	6,150.00	100%
4	5/8 Meter Instal	(82)	EA	\$	55.00	\$	(4,510.00)	(82)	\$	(4,510.00)	(82)	\$	(4,510.00)	100%
4	1" Furnish And Install	6	Ea	\$	480.00	\$	2,880.00	6	\$	2,880.00	6	\$	2,880.00	100%
4	1-1/2" Meter Install	(27)	EA	\$	250.00	\$	(6,750.00)	(27)	\$	(6,750.00)	(27)	\$	(6,750.00)	100%
4	2" Furnish Water Meter	5	EA	\$	1,185.00	\$	5,925.00	5	\$	5,925.00	5	\$	5,925.00	100%
4	2" Water Meter Install Only	1	EA	\$	300.00	\$	300.00	1	\$	300.00	1	\$	300.00	100%
4	3 Water Meter Install only	(2)	Ea	\$	450.00	\$	(900.00)	(2)	\$	(900.00)	(2)	\$	(900.00)	100%
	4" Water Meter Install Relocate	2	EA	\$	550.00	\$	1,100.00	2	\$	1,100.00	2	\$	1,100.00	100%
								\$	-		\$	-	#DIV/0!	
	TOTALS					\$ 1,363,102.53		\$ 257,133.00		\$ 1,363,102.53			100%	



SecureVision of America, Inc  
PO Box 218  
Fentress TX 78622  
United States

# Invoice

Date  
Invoice #  
Terms  
Due Date  
PO #

7/25/2023  
**5023**  
Net 15  
8/9/2023

Memo

**Bill To**

City of Breckenridge  
105 North Rose Ave.  
Breckenridge TX 76424  
United States

**Ship To**

City of Breckenridge  
105 North Rose Ave.  
Breckenridge TX 76424  
United States

**Sales Rep**

Quantity	Description	Serial #	Rate	Amount
6	<b>Flow IQ 2250 25 GPM 5/8" x 3/4" x 7.5" AMI</b> Flow IQ 2250 25 GPM 5/8" x 3/4" x 7.5" AMI, 02A-01-D18B-8US, Configuration 801-24-002-0000-5-3-3-6-01-240-1-3-51-002, US Gallons, Central Standard Time		\$270.00	\$1,620.00
6	<b>Flow IQ 2250 55 GPM 1" x 10 3/4" AMI SS</b> Flow IQ 2250 55 GPM 1" x 10 3/4" AMI SS, 02C-01-D18D-8US, Configuration 801-24-002-0000-5-3-3-6-01-240-1-3-01-002, US Gallons, Central Standard Time		\$415.00	\$2,490.00
2	<b>Flow IQ 3200 160 GPM 2" x 15 1/4" SS</b> Flow IQ 3200 160 GPM 2" x 15 1/4", Stainless Steel, 02-L-02-D-1-8M-8-UB, 810-24-002-0000-0-0-3-6-01-212-1-3-01-002, US Gallons Central Standard Time		\$1,185.00	\$2,370.00
1	<b>Freight</b>		\$105.00	\$105.00
			<b>Subtotal</b>	\$6,585.00
			<b>Tax Total (%)</b>	\$0.00
			<b>Invoice Total</b>	\$6,585.00
			<b>Amount Paid</b>	\$0.00
			<b>Amount Due</b>	\$6,585.00



5023

1 of 2





## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding approval of Ordinance 2023 – 11 updating Schedule of Fees (First Reading)

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

The attached Ordinance that updates the Schedule of Fees includes (changes are in red):

- ✓ The Water/Wastewater Rate increases approved by Commissioners as a result of the Water/Wastewater Rate Study
- ✓ The Solid Waste rate increase according to the contract with Republic Services

Service	Current Rate	New Rate
1 - Poly Cart Res. Inside & Outside City Limits	\$16.25	\$16.74
2 - Poly Carts Res. Inside & Outside City Limits	\$24.35	\$25.11
3 - Poly Carts Res. Inside & Outside City Limits	\$32.50	\$33.48
1 - Poly Cart Comm. Inside at Res. Inside City Limits	\$16.25	\$16.74
Lock bar Installation	\$93.00	\$95.00

- ✓ Language providing for Bureau Veritas inspections fees (i.e., plan review, plumbing inspections, etc.) to be passed through to the builder.

### FINANCIAL IMPACT:

NA

### STAFF RECOMMENDATION:

Approve Resolution as presented

## ORDINANCE NO. 2023-11

**AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS, REPEALING AND REPLACING ORDINANCE NOS. 2023-05 AND 2023-09; ESTABLISHING A GENERAL FEE SCHEDULE FOR THE CITY OF BRECKENRIDGE; INCLUDING REVISED RATES FOR CERTAIN PERMITS AND INSPECTIONS; INCREASING RATES FOR WATER, SEWER, AND SOLID WASTE SERVICES; PROVIDING AN OPEN MEETINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Breckenridge desires to provide a single and convenient location for a list of all fees charged by the City of Breckenridge; and

**WHEREAS**, the City Commission hereby authorizes amendments to the fee schedule by minute order of the City Commission.

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

- I. **Repeal.** Ordinance No. 2023-05 adopted on April 11, 2023 and Ordinance No. 23-09 adopted on June 6, 2023 are hereby repealed. All other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed to the extent of such conflict.
- II. **Enactment.** This Ordinance shall be the Fee Schedule Ordinance of the City of Breckenridge and shall establish all fees under the Breckenridge Code of Ordinances.

\*\*\*\*\*

### Fee Schedule of the City of Breckenridge, Texas Effective October 1, 2023

#### **I. Chapter 3 - Parks, playgrounds, etc.**

(A) **Non Profit Organization**

Non Profit Organizations may request the rental fee be waived for the facility; however, the deposit shall be required.

(B) **Park Pavilion and Trade Barn Rental (Sec. 3.20)**

- |     |   |         |
|-----|---|---------|
| (1) | Daily Rental Fee  | \$50.00 |
| (2) | A deposit not to exceed \$100.00 shall be charged with said deposit being returned to the renter upon leaving the facilities in an appropriate condition, to include but not be limited to all trash picked up, lights turned off, doors locked and restrooms satisfactorily cleaned. |         |

(C) **City Pool Per Session Fee (Sec. 3.20)**

- |     |   |        |
|-----|---|--------|
| (1) | Individual, ages 4 years old and up                                   | \$3.00 |
| (2) | Individual, ages 3 years old and under                                | free   |
| (3) | Child care facility with prior approval from Public Services Director | \$2.00 |

(D) **Pool Party Rates (Sec. 3.20)**

- |     |  |          |
|-----|--|----------|
| (1) | 2-hour (minimum) rental available on Saturdays only. Maximum 150 people.     | \$250.00 |
| (2) | A \$50.00 deposit is required and refundable if the pool area is left clean. |          |

#### **II. Chapter 4 - Animals and Fowl**

(A) **Permit for Selling, Grooming, Breeding, or Boarding of Dogs (Sec. 4-14):** \$75.00 per year

(B) **Dog License Fee (Sec. 4-20):** \$10.00 per year

\*The Dog License Fee may be waived by the Animal Services Supervisor in the interest of animal care.

(C) **Impoundment Fees (Sec. 4-31):**

- |     |   |  |
|-----|---|--|
| (1) | Impounded dog, cat, or fowl:  |  |
|     | (a) Pound Fee:  | \$15.00 per animal or fowl                 |
|     | (b) Board Fee:  | \$10.00 per 24-hour period or part thereof |
|     | (c) Impounded dog without City License:                             | \$25.00                                    |
|     | (d) The cost of any vaccinations or veterinary care provided to the | \$25.00 Minimum                            |

- (2) All other impounded animals:
- (a) Pound Fee: \$20.00 per animal
  - (b) Board Fee: \$15.00 per 24-hour period or part thereof
  - (c) The cost of any vaccinations or veterinary care provided to the \$25.00 Minimum
- (D) Dangerous Dog Registration Fee (Sec 4-40): \$50.00 per year

### **III. Chapter 5 - Buildings and Structures**

For any inspection or review required under Chapter 5 which is performed by a third-party on behalf of the City, the fee to be paid the City shall be the City's actual cost in having the third-party perform the inspection or review.

- (A) Building Permits (Sec. 5-3):
- (1) New Construction: \$50.00 plus \$0.05 per square foot
  - (2) Remodel - Residential: \$50.00
  - (3) Remodel - Commercial: \$50.00 plus \$0.05 per square foot
  - (4) Sign, Fence, and Window: \$40.00
- (B) Demolition Permits (Sec. 5-4): \$100.00 plus insurance
- (C) Electrical Permits (Sec. 5-37):
- (1) Residential: \$50.00
  - (2) Commercial: \$50.00 plus \$0.05 per square foot
  - (3) Re-inspection Fee: \$50.00 per trip
  - (4) Meter Upgrade: \$75.00
- (D) Permit to Move Building (Sec. 5-51): \$50.00
- (E) Plumbing Permits and Inspections (Sec. 5-60.1):
- (1) Residential: \$50.00
  - (2) Commercial: \$50.00 plus \$0.05 per square foot
  - (3) Re-inspection Fee: \$25.00 per trip
  - (4) Inspections outside of normal business hours: \$75.00
  - (5) Inspections - no fee is specifically indicated: \$20.00 per hour (1/2 hour minimum)
  - (6) Additional plan review required by changes, additions, or \$40.00 per hour (1/2 hour minimum)
- (F) Gas Permits and Inspections (Sec. 5-61.1):
- (1) Permit: \$50.00
  - (2) Re-inspection Fee: \$50.00 per trip
  - (3) Inspections outside of normal business hours: \$75.00
- (G) Mechanical Permits and Inspections (Sec. 5-100):
- \*For installation of heating, ventilating, refrigeration, or air conditioning systems
- (1) Residential: \$50.00
  - (2) Commercial: \$50.00 plus \$0.05 per square foot
  - (3) Re-inspection Fee: \$25.00 per trip
- (H) Contractor Registration (Sec. 5-112): \$48.00

### **IV. Chapter 9 - Fire Protection and Prevention**

For any inspection or review required under Chapter 9 which is performed by a third-party on behalf of the City, the fee to be paid the City shall be the City's actual cost in having the third-party perform the inspection or review.

- (A) Fire Sprinkler Permits (Sec. 9-9): \$40.00

### **V. Chapter 10 - Garbage, Trash, Weeds and Other Wastes**

- (A) Administrative Sanitation Fee: \$5.00
- (B) Trash Rate Codes:  
(RI = Residential Inside City Limits, CI = Commercial Inside City Limits, RO = Residential Outside City Limits, CO = Commercial



Outside City Limits)

T1 - RI	1 Poly Cart	\$ 16.74
T2 - RI	2 Poly Carts	\$ 25.11
T3 - RI	3 Poly Carts	\$ 33.48
T7 - RO	1 Poly Cart	\$ 16.74
T8 - RO	2 Poly Carts	\$ 25.11
T9 - RO	3 Poly Carts	\$ 33.48
T13-CI at RI rate	1 Poly Cart	\$ 16.74
T25	1 Poly Cart Delivery/Removal	\$28.00 per occur.
Lockbar Rental		\$13 per occur
Lockbar Installation		\$95.00 per occur.

(C) Convenience Station - Disposal Fee (Sec. 10-40):**CITY OF BRECKENRIDGE CONVENIENCE STATION RULES AND FEES TO BE CHARGED**Residents get **1 Free Dump (8' Bed P/U Rounded) per month** with Utility Bill and Drivers License**ROLL-OFFS-ALL ITEMS MUST BE PUT IN ROLL-OFF NOT ON GROUND**

ITEMS ACCEPTED= NORMAL HOUSEHOLD TRASH

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

\$18.00	MINIUM FEE
\$45.00	5-6' BED P/U LEVEL FULL
\$55.00	5-6' BED P/U ROUNDED UP
\$65.00	8' BED P/U LEVEL FULL
\$75.00	8' BED P/U ROUNDED UP
\$140.00	16' TRAILER
\$175.00	20' OR LARGER TRAILER

**SMALL DUMPSTERS-ALL ITEMS MUST BE PUT IN DUMPSTER NOT ON GROUND**

ITEMS ACCEPTED= NORMAL HOUSEHOLD TRASH/BAGGED TRASH

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

\$8.00	MINIUM
\$20.00	5-6' BED P/U LEVEL FULL
\$30.00	5-6' BED P/U ROUNDED UP
\$30.00	8' BED P/U LEVEL FULL
\$50.00	8' BED P/U ROUNDED UP

**RECYCLE BINS-CARDBOARD BOXES MUST BE BROKEN DOWN****SEPTIC DUMPING** \$0.05 PER GALLON**ITEMS NOT ACCEPTED**

APPLIANCES WITH FEON  
 PAINT-PAINT THINNER  
 CHEMICALS OF ANY KIND  
 TIRES  
 BATTERIES  
 VEHICLE PARTS  
 STONE OR CONCRETE  
 CONSTRUCTION MATERIAL  
 LUMBER MUST BE CUT INTO SHORT LENTHS 4' OR LESS  
 PALLETS

**BUSINESS HOURS: TUES-WED 1PM-5PM, THURS-SAT 9AM-5PM****VI. Chapter 13 - Occupational Licenses and Regulations**

(A)	<u>Permit Fee for Shows, Circuses, etc.</u> (Sec. 13-3):	\$50.00 per day
(B)	<u>Peddler License Fees</u> (Sec. 13-65):	
(1)	Peddler or Solicitor:	
	(a) Application Fee:	\$50.00
	(b) License Fee:	\$50.00
(2)	Itinerant Vendor:	
	(a) License Fee:	\$250.00
(3)	Canvasser:	
	(a) Application Fee:	None
	(b) License Fee:	None
(4)	Mobile Food Vendor:	
	(a) Application Fee:	\$50.00
(C)	<u>Gaming Machine Fees</u> (Article VI):	
(1)	Permit Fee:	\$1,000.00
(2)	Occupations Tax (per machine):	\$15.00

**VII. Chapter 14 - Offenses and Miscellaneous Provisions**

(A)	<u>Sport Shooting Range Application Fee</u> (Sec. 14-2):	\$25.00
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**VIII. Chapter 16 - Cemetery**

(A)	<u>Costs</u> (Sec. 16-10)		
(1)		Administration Fee	N/A
(2)	Section A	Plot - Upright Head / Foot Stone	\$ 1,000.00
		Plot - Flat Head / Foot Stone	\$ 800.00
		Urn	\$ 150.00
(3)	Section B	Plot - Upright Head / Foot Stone	\$ 1,200.00
		Plot - Flat Head / Foot Stone	\$ 1,000.00
		Urn	\$ 150.00
(4)	Section C	Plot - Upright Head / Foot Stone	\$ 1,000.00
		Plot - Flat Head / Foot Stone	\$ 800.00
		Urn	\$ 150.00
(5)	Section J	Plot - Upright Head / Foot Stone	\$ 800.00
		Plot - Flat Head / Foot Stone	\$ 400.00
		Urn	\$ 150.00
(6)	Section K	Plot - Upright Head / Foot Stone	\$ 600.00
		Plot - Flat Head / Foot Stone	\$ 300.00
		Urn	\$ 150.00
(7)	Baby Land	Plot - Flat Head / Foot Stone	\$ 50.00
(8)	Columbarium	Niches	\$ 400.00
			\$125.00

**IX. Chapter 17 - Streets and Sidewalks**

(A)	<u>Permit for Network Nodes</u> (Sec. 17-77):	\$500.00 for up to 5 Nodes*
		\$250.00 each Node after 5*

- (B) Permit for Node Support Poles (Sec. 17-77): \$1,000.00\*

*\*These fees shall only be changed pursuant to Chapter 284 of the Texas Local Government Code.*

- (C) Public Right-of-Way Fees (Sec. 17-78):
- |                           |                                       |
|---------------------------|---------------------------------------|
| (1) Transport Facilities: | \$28.00 per Node in Right-of-Way per  |
| (2) Network Nodes:        | \$250.00 per Node per year**          |
| (3) Use of Service Poles: | \$20.00 per Pole utilized, per year** |

*\*\*These fees may be increased annually by an amount equal to one-half of the annual change in the consumer price index, as per Section 284.054 of the Texas Local Government Code. Any other changes shall only be made pursuant to Chapter 284 of the Texas Local Government Code.*

## X. Chapter 21 - Water and Sewers

- (A) Water Taps (Sec. 21-1):

(1)	3/4-inch water tap only	\$ 1,250.00
(2)	3/4-inch water tap and pavement repair	\$ 1,750.00
(3)	3/4-inch water tap, bore and pavement repair	\$ 2,575.00
(4)	1-inch water tap only	\$ 1,450.00
(5)	1-inch water tap and pavement repair	\$ 1,950.00
(6)	1-inch water tap, bore and pavement repair	\$ 2,775.00
(7)	1 1/2-inch water tap only	\$ 1,650.00
(8)	1 1/2-inch water tap and pavement repair	\$ 2,150.00
(9)	1 1/2-inch water tap, bore and pavement repair	\$ 2,975.00
(10)	2-inch water tap only	\$ 1,850.00
(11)	2-inch water tap and pavement repair	\$ 2,350.00
(12)	2-inch water tap, bore and pavement repair	\$ 3,175.00

- (B) Meter Sets (Sec. 21-1):

(1)	3/4-inch meter set	\$ 486.50
(2)	3/4-inch meter set outside city limits	\$ 973.00
(3)	1-inch meter set	\$ 638.75
(4)	1-inch meter set outside city limits	\$ 1,277.50
(5)	1.5-inch meter set	inside city limits: \$1433.25.... Outside: \$2866.50
(6)	2-inch meter set	\$ 1,517.25
(7)	2-inch meter set outside city limits	\$ 3,034.50

- (C) Sewer Taps (Sec. 21-1):

(1)	4-inch sewer tap only	\$ 1,630.00
(2)	4-inch sewer tap and pavement repair	\$ 1,980.00
(3)	4-inch sewer tap, bore and pavement repair	\$ 3,600.00
(4)	Sewer services larger than four inch require connection to an existing or installed manhole and shall be contracted and paid for by the requester.	

**ROCK CLAUSE:** the extra cost for excavation of rock shall be in addition to the fees associated above with the Water and Sewer Taps.

- (D) Minimum Security Deposit (Sec. 21-11):

(1)	Customers in good standing:	\$235.00
<i>At least two times the minimum rate for single-family residential homes within the City limits.</i>		
(2)	Customers with 2 or more disconnects within a 12 month period:	\$440.00
(3)	If, in the judgement of the Finance Director, the minimum security deposit shall be insufficient to insure the city against loss due to nonpayment of a final bill as a result of a customer's use of water above the normal use or based on the payment history, then such customer shall be required to make a deposit in an amount which in the judgement of the Finance Director will be sufficient to insure the city against loss due to nonpayment of final bill.	

- (E) Extensions & Pay Arrangements (Sec. 21-11):

(1)	Payment Extensions: ONLY Two (2) extensions of a maximum of ten (10) calendar days will
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be permitted on each account within a calendar year.

- (2) Payment Arrangements: At the discretion of the Finance Director or her/his designee, payment arrangements will be considered on a case by case basis. Account holder must come in to complete an application for the Finance Director's review, approval and conditions of arrangement fully explained and signed off by the account holder.
- (3) Residential customers may request a temporary exemption of late charges once within a calendar year if they have a satisfactory 12-month history of on-time payments for utilities with the City.

(F) Water Rate Schedule (Sec. 21-12):

	<i>Inside City Limits</i>	<i>Outside City Limits</i>
(1) <i>Residential Single Family:</i>		
First 2,000 gallons (minimum):	\$42.72	\$65.43
Next 3,000 gallons, per thousand:	\$7.22	\$14.14
Next 5,000 gallons, per thousand:	\$7.68	\$15.04
Next 10,000 gallons, per thousand:	\$8.93	\$17.48
Over 20,000 gallons, per thousand:	\$10.24	\$20.06
(2) <i>Commercial and Apartments:</i>		
First 2,000 gallons (minimum):	\$53.19	\$86.37
Next 3,000 gallons, per thousand:	\$7.22	\$14.14
Next 5,000 gallons, per thousand:	\$7.68	\$15.04
Next 10,000 gallons, per thousand:	\$8.93	\$17.48
Over 20,000 gallons, per thousand:	\$10.24	\$20.06
(3)	Add <b>\$5.57</b> or <b>\$11.67</b> to the minimum charge for each additional family, apartment or house over two (2) allowed for <b>\$53.19</b> or <b>\$86.37</b> minimum that is connected to the <b>same meter</b> .	
(4) <i>Texas Department of Criminal Justice - Walker Sayle Unit:</i>		
per one thousand gallons:		\$8.60
(5) <i>High Mesa Water Company:</i>		
First 2,000 gallons (minimum):		\$45.50
2,001 gallons and over, per one thousand gallons:		\$6.00
(6) <i>Stephens Regional Special Utility District:</i>		
per one thousand gallons:		\$6.00
(7) <i>Plant Water:</i>		
treated per one thousand gallons:		\$25.00
raw per one thousand gallons:		\$18.00
(8) <i>Meter Access:</i>		
Meter Reader unable to access meter to get reading due to customer parking over meter or any blocking meter access in any way.		\$25.00

(G) Delinquent Account Fees (Sec. 21-15):

(1) Late Payment Fee:	\$25.00
(2) Reconnection Fee:	
(a) During normal operating hours:	\$25.00
(b) After hours:	\$50.00

(H) Rereads (Sec. 21-16): \$10.00\*

(I) Temporary Disconnection of Service (Sec. 21-17):

(1) Disconnection during normal operating hours:	\$25.00
(2) Disconnection after hours:	\$50.00
(3) Meter Tampering**	\$100.00



(J)

Connection and Transfer Fees (Sec. 21-19):

(1)

Connection Fee:

(a)

During normal operating hours:

\$25.00

(b)

After hours:

\$50.00

(2)

Transfer Fee:

(a)

During normal operating hours:

\$25.00

(b)

After hours:

\$50.00

(K)

Return Check Fee (non-sufficient fund charge)

\$25.00

(L)

Sewer Service Charges (Sec. 21-44):

Inside City Limits

Outside City Limits

(1)

Residential Single Family:

First 5,000 gallons (minimum):

\$51.80

\$90.00

Over 5,000 gallons, per thousand:

\$4.68

\$9.00

Maximum monthly charge:

\$102.70

\$171.81

(2)

All other use:

First 5,000 gallons (minimum):

\$56.48

\$99.00

Over 5,000 gallons, per thousand:

\$6.24

\$12.00

Maximum monthly charge:

\$525.20

\$898.46

(3)

\* Sewer Irrigation Credit:

Residential Single Family:

\$30.00

\$60.00

All other use:

\$105.00

\$210.00

(4)

Texas Department of Criminal Justice - Walker Sayle Unit:

per thousand gallons of water, or portion thereof, used monthly:

\$5.05

(5)

If a customer installs a separate irrigation meter to provide for the separate metering of irrigation water they may request to be charged for water use only and not to be charged for sewer services.

(M)

Reconnection Fee (Sec. 21-44):

(1)

Reconnection during normal operating hours:

\$25.00

(2)

Reconnection after hours:

\$50.00

\* Sewer Irrigation Credit must be requested by the customer each month qualified.

\*\* Meter Tampering / Theft of Services:

In an effort to deter losses in water revenue, service calls and meter repair, any detected water meter tampering will be reported to the police, investigated, and charges filed. Tampering with a water meter is a Class A misdemeanor in Texas and punishable by a fine not to exceed \$4000, confinement in jail for a term not to exceed 1 year, or both. Individuals responsible for tampering may also incur civil liability and additional fees. Anyone who reconnects water service in any way after the city has disconnected the water for nonpayment of delinquent bill. In addition to the amount of the delinquent bill, the reconnect fee, meter tampering fee and any damages shall be paid before water service will be reconnected. Any tampering with meter will result in meter removal and a tampering fee of \$100. Any account charged with tampering fee is required an additional \$300 deposit.

(N)

Penalties for Violations relating to Grease Traps/Interceptors (Sec. 21.93):

(1)

Blockage Caused by a Generator:

(a)

First Violation:

\$400.00

(b)

Second Violation (within 2 years of 1st):

\$500.00

(c)

Third Violation (within 2 years of 1st or 2nd):

\$750.00

(d)

Repeat Offenders (in addition to penalty (a), (b), or (c)):

\$250.00

(2)

General Violations:

(a)

First Violation:

Written Warning

(b)

Second Violation (within 2 years of warning):

\$400.00

(c)

Third Violation (within 2 years of warning):

\$500.00

(d)

Fourth Violation (within 2 years of warning):

\$750.00

(e)

Repeat Offenders (in addition to penalty (b), (c) or (d)):

\$250.00

**XI. Chapter 22 - Zoning**

(A)	<u>Permits Related to Zoning</u> (Sec. 22-8):	
(1)	Mobile Home Permits:	\$75.00
(2)	Certificate of Occupancy (on commercial application):	\$75.00
(3)	Locating Portable Building:	\$50.00
(4)	Zoning:	\$400.00
(5)	Preliminary Plat:	\$500.00
(6)	Final Plat:	\$400.00
(7)	Replat:	\$400.00
(8)	Variance Request:	\$200.00
(9)	Required Third-Party Review:	Actual Cost

**XII. Miscellaneous**

For any inspection required under the Code of Ordinances or state law which is performed by a third-party on behalf of the City, the fee to be paid the City shall be the City's actual cost in having the third-party perform the inspection.

\*\*\*\*\*

- III.

Open Meetings.

It is hereby officially found and determined that the meeting at which this ordinance is 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.
- IV.

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 upon first reading on August 1, 2023 at a regular meeting of the City Commission.

The above and foregoing ordinance was read and finally adopted upon second reading on September 5, 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 approval of Resolution 2023-18 accepting the 2023 Certified Appraisal roll.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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**BACKGROUND INFORMATION:**

Enclosed please find the resolution accepting the 2023 Tax Appraisal Roll. Also enclosed is a copy of the Certification of the 2023 Tax Appraisal Roll as prepared by the Stephens County Appraisal District.

**FINANCIAL IMPACT:**

NA

**STAFF RECOMMENDATION:**

Approve Resolution 2023-18 as presented

## CBR-CITY OF BRECKENRIDGE (2023)

Count : 5,779

## Market

Improvement	Count	Value	Land	Count	Value	Prod Mkt	Count	Value	Other	Count	Value	
Homesite	2,233	207,272,323	Homesite	2,284	12,621,164	Agricultural	30	1,520,370	Mineral	1,534	6,963,690	
Non Homesite	411	72,970,605	Non Homesite	1,076	15,607,020	Inventory	0	0	Personal	423	51,326,635	
New Homesite	15	2,464,490	New Homesite	0	0	Timber	0	0	New Personal	0	0	
New Non Hs	2	71,680	New Non Hs	0	0							
<b>Total Market</b>												
<b>Impr Market</b>		282,779,098	<b>(+)</b>	<b>Land Market</b>	28,228,184	<b>(+)</b>	<b>Prod Market</b>	1,520,370	<b>(+)</b>	<b>Other</b>	58,290,325	<b>(=)</b> 370,817,977

## Loss

Hs Cap Loss	Count	Value	Productivity	Count	Prod Value	Prod Loss	
General	987	39,049,994	Agricultural	30	26,170	1,494,200	
			Inventory	0	0	0	
			Timber	0	0	0	
			Timber78	0	0	0	
<b>Total Loss</b>							
<b>Cap Loss</b>		39,049,994	<b>(+)</b>	<b>Prod Loss</b>	1,494,200	<b>(=)</b>	40,544,194

## Deductions

Homestead	Count	Value	Over 65	Count	Value	Disabled	Count	Value	Assessed
General	0	0	General	0	0	General	0	0	330,273,783
Frozen	0	0	Frozen	0	0	Frozen	0	0	
Local	0	0	Local	34	100,052	Local	6	18,000	
Local Frozen	0	0	Local Frozen	432	1,296,000	Local Frozen	77	231,000	
Local %	0	0							
Local % Fzn	0	0							
<b>Total Hs</b>		0	<b>(+)</b>	<b>Total Os</b>	1,396,052	<b>(+)</b>	<b>Total Dis</b>	249,000	
<b>Disabled Veteran</b>	<b>Count</b>	<b>Value</b>	<b>Miscellaneous</b>	<b>Count</b>	<b>Value</b>	<b>Const Exempt</b>	<b>Count</b>	<b>Value</b>	
General	20	206,850	Abatements	0	0	General	302	41,977,870	
Frozen	11	132,000	Polution Control	0	0	Prorated	0	0	
100% Homesite	20	2,817,210	Freeport	0	0				
			Minimum Value	675	131,570				
			Temp Disaster	0	0				
			Other	0	0				
<b>Total Dis Vet</b>		3,156,060	<b>(+)</b>	<b>Total Other</b>	131,570	<b>(+)</b>	<b>Total Exempt</b>	41,977,870	<b>(=)</b> 46,910,552

## Taxable / Tax

<b>New Frozen Taxable</b>	38,410	<b>(+)</b>	<b>Taxable Frozen</b>	47,305,676	<b>(+)</b>	<b>Taxable Non Frozen</b>	236,019,145	<b>(=)</b>	<b>Total Taxable</b>	283,363,231
<b>Taxable Loss</b>										14,536,249
<b>2023 Rate Per \$100</b>										0.0102
<b>New Frozen Tax</b>	391.78	<b>(+)</b>	<b>Tax Frozen</b>	334,248.49	<b>(+)</b>	<b>Tax Non Frozen</b>	2,407,375.08	<b>(=)</b>	<b>Total Tax</b>	2,742,035.22

## Additional Totals

Miscellaneous	Count	Value	Natural Disaster	Value	TIFF	TIFF #1	Value	TIFF	TIFF #2	Value	Certifiable	Value
Subj to Hs	1,185	112,242,336	Jan 1 Market	0	Total Taxable	0	0	Total Taxable	0	0	Market	370,817,977
New Taxable	17	2,536,170	Jan 1 Txbl	0	Total Tax		0.00	Total Tax		0.00		
			Jan 1 Tax	0.00	Origination Year		0	Origination Year		0	% Protested	0%
Legal Acres		1,593.280	Jan 1 Avg %	0.000	Taxable Base		0	Taxable Base		0	Taxable	283,363,231
Ag Acres		0.000	Disaster Market	0	Taxable Captured		0	Taxable Captured		0	Tax	2,742,035.22
Inv Acres		0.000	Disaster Txbl	0	Tax Captured		0.00	Tax Captured		0.00		
Tmb Acres		0.000	Disaster Tax	0.00								
			Disaster Avg %	0.000								
Annexed	0	0	Est Recognizable Txbl	0				<b>Chapter 313 Value Limitation</b>		<b>Value</b>	* Please contact Chief Appraiser to obtain estimated recognizable values of property under protest	
DeAnnexed	0	0	Est Recognizable Tax	0.00				I&S Taxable	283,363,231			
								M&O Taxable	283,363,231			
								VLA Cap Loss	0			



Count : 5,779

## Market

Improvement	Count	Value	Land	Count	Value	Prod Mkt	Count	Value	Other	Count	Value
Homesite	2,233	207,272,323	Homesite	2,284	12,621,164	Agricultural	30	1,520,370	Mineral	1,534	6,963,690
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New Homesite	15	2,464,490	New Homesite	0	0	Timber	0	0	New Personal	0	0
New Non Hs	2	71,680	New Non Hs	0	0						
											Total Market
Impr Market		282,779,098	(+) Land Market		28,228,184	(+) Prod Market		1,520,370	(+) Other		58,290,325 (=) 370,817,977

## Loss

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			Inventory	0	0	0		
			Timber	0	0	0		
			Timber78	0	0	0		
							<b>Total Loss</b>	
<b>Cap Loss</b>		39,049,994	(+)		<b>Prod Loss</b>	1,494,200	(=)	40,544,194

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Local	0	0	Local	34	100,052	Local	6	18,000	
Local Frozen	0	0	Local Frozen	432	1,296,000	Local Frozen	77	231,000	
Local %	0	0							
Local % Fzn	0	0							
Total Hs		0	(+)	Total Os	1,396,052	(+)	Total Dis	249,000	
Disabled Veteran	Count	Value	Miscellaneous	Count	Value	Const Exempt	Count	Value	Total Deductions (=) 46,910,552
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100% Homesite	20	2,817,210	Freeport	0	0				
			Minimum Value	675	131,570				
			Temp Disaster	0	0				
			Other	0	0				
Total Dis Vet		3,156,060	(+)	Total Other	131,570	(+)	Total Exempt	41,977,870	

## Taxable / Tax

<b>New Frozen Taxable</b>	38,410	(+)	<b>Taxable Frozen</b>	47,305,676	(+)	<b>Taxable Non Frozen</b>	236,019,145	(=)	<b>Total Taxable</b>	283,363,231
									<b>Taxable Loss</b>	14,536,249
									<b>2023 Rate Per \$100</b>	0.0102
<b>New Frozen Tax</b>	391.78	(+)	<b>Tax Frozen</b>	334,248.49	(+)	<b>Tax Non Frozen</b>	2,407,375.08	(=)	<b>Total Tax</b>	2,742,035.22

### Additional Totals

Miscellaneous	Count	Value	Natural Disaster	Value	TIFF	TIFF #1	Value	TIFF	TIFF #2	Value	Certifiable	Value
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New Taxable	17	2,536,170	Jan 1 Txbl	0	Total Tax		0.00	Total Tax		0.00		
			Jan 1 Tax	0.00	Origination Year		0	Origination Year		0	% Protested	0%
Legal Acres		1,593.280	Jan 1 Avg %	0.000	Taxable Base		0	Taxable Base		0	Taxable	283,363,231
Ag Acres		0.000	Disaster Market	0	Taxable Captured		0	Taxable Captured		0	Tax	2,742,035.22
Inv Acres		0.000	Disaster Txbl	0	Tax Captured		0.00	Tax Captured		0.00	* Please contact Chief Appraiser to obtain estimated recognizable values of property under protest	
Tmb Acres		0.000	Disaster Tax	0.00								
			Disaster Avg %	0.000								
Annexed	0	0	Est Recognizable Txbl	0				<b>Chapter 313 Value Limitation</b>		<b>Value</b>		
DeAnnexed	0	0	Est Recognizable Tax	0.00				I&S Taxable		283,363,231		
								M&O Taxable		283,363,231		
								VLA Cap Loss		0		

**RESOLUTION NO.    2023-18****A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO ACCEPT THE 2023 CERTIFIED APPRAISED VALUES FROM STEPHENS COUNTY APPRAISAL DISTRICT.**

**WHEREAS**, the Certified Appraisal Roll for the Year 2023, assessing all taxable property located in the City of Breckenridge, has been prepared in due course, pursuant to Chapter 26 of the Texas Property Tax Code; and

**WHEREAS**, the Review Board of the Stephens County Appraisal District has carefully examined and given hearings to the owners of the property desiring to be heard on protests of valuations and has reviewed and fully and finally revised said Certified Appraisal Roll; and

**WHEREAS**, the said Certified Appraisal Roll for the Year 2023 is in proper form and is proper and correct as finally revised and equalized by said Review Board;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Commission of the City of Breckenridge, Texas:

**Section I.** That the Certified Appraisal Roll covering taxable property in the City of Breckenridge, assessed for City purposes for the Year 2023, be and same is hereby in all things accepted for the benefit of the City of Breckenridge for the Year 2023.

**Section II.** That this resolution shall take effect from and after its passage, as provided.

**PASSED AND APPROVED** by the City Commission of the City of Breckenridge this the 1st day of August 2023.

\_\_\_\_\_  
Bob Sims, Mayor

**ATTEST:**

\_\_\_\_\_  
Jessica Sutter, City Secretary

**S E A L**



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action to schedule August 29 for Public Hearing on the proposed tax rate, discuss tax rate, NNR, and Voter Approval Rate, De Minimus Rate and take a record vote.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

The City Manager will review the proposed tax rate, no new revenue rate, voter approval tax rate, and De Minimus Tax Rate (Tax Code Sec. 26.04 (e)). To comply with state statutes, City Commissioners should consider setting a Public Hearing on August 29, 2023, on the proposed tax rate. Staff are proposing using the De Minimus Tax Rate rule which is an option allowed for cities under 30,000 in population. The proposed tax rate exceeds the No New Revenue Rate but doesn't exceed 8% over the Voter Approval rate, so a record vote will be required (Tax Code Sec. 26.06 (b-2)).

No New Revenue Rate – Rate that provides the same amount of revenue received last year (*used to be effective rate*).

Voter Approval Rate – Max rate allowed without voter approval, except for cities under 30,000 population; essentially 3.5% over the NNR Rate (*used to be the Rollback Rate; which was 8% over the effective rate*).

DeMinimus Rate – Must be lower than the DeMinimus Rate (\$1.16224) and doesn't exceed 8% over Voter Approval Rate. This is an option for cities with a population of 30,000 or less that is a rate equal to the sum of the NNR M&O rate; plus, rate that when applied will generate an amount of taxes equal to \$500,000; plus, the current debt rate.

### FINANCIAL:

NA

**STAFF RECOMMENDATION:**

Approve August 29 for Public Hearing on the proposed Tax Rate and take a record vote (on August 29)

# NOTICE OF MEETING TO VOTE ON TAX RATE

A tax rate of \$ 1.05471 per \$100 valuation has been proposed by the governing body of the City of Breckenridge.

PROPOSED TAX RATE	\$ <u>1.05471</u> per \$100
NO-NEW-REVENUE TAX RATE	\$ <u>0.91750</u> per \$100
VOTER-APPROVAL TAX RATE	\$ <u>0.97818</u> per \$100
DE MINIMIS TAX RATE	\$ <u>1.16224</u> per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for the City of Breckenridge from the same properties in both the 2022 tax year and the 2023 tax year. The voter-approval tax rate is the highest tax rate that the City of Breckenridge may adopt without holding an election to seek voter approval of the rate, unless the de minimis rate calculation is used. The de minimis tax rate is reserved for cities under 30,000 population and the proposed tax rate must be below the de minimis rate and no more than 8 % above the voter approval rate.

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for the City of Breckenridge, the rate that will raise \$500,000, and the current debt rate for the City of Breckenridge.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON AUGUST 29, 2023, AT 5:30 P.M. at City Offices 105 N. Rose Ave., Breckenridge, TX 76424. The proposed tax rate is greater than the voter-approval tax rate but not greater than the de minimis rate and does not exceed the rate that allows voters to petition for an election under Section 26.075, Tax Code.

A PUBLIC MEETING TO VOTE ON THE PROPOSED TAX RATE WILL BE HELD ON SEPTEMBER 5, 2023, at City Offices 105 N. Rose Ave., Breckenridge, TX 76424.

The proposed tax rate is greater than the voter-approval tax rate but not greater than the de minimis rate and does not exceed the rate that allows voters to petition for an election. Citizens are welcome to attend to express their views.

CITIZEN TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

$$\text{Property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

FOR the proposal

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state. The following table compares the taxes imposed on the average residence homestead by the City of Breckenridge last year to the taxes proposed to be imposed on the average residence homestead by the City of Breckenridge this year.

	2022	2023	
<b>Total Tax Rate (per \$100 of value)</b>	<b>\$1.02000</b>	<b>\$1.05471</b>	<b>Increase of \$298,640 or 0.13798%</b>
<b>Average Homestead Taxable Value</b>	<b>\$88,058</b>	<b>\$92,822</b>	<b>Increase of \$4,737 or 0.05378%</b>
<b>Tax on Average Homestead</b>	<b>\$898.47</b>	<b>\$979.00</b>	<b>Increase of \$80.53 or 0.08963%</b>
<b>Total Tax Levy on All Properties</b>	<b>\$2,605,158</b>	<b>\$2,988,660</b>	<b>Increase of \$383,442 or 0.14721%</b>

For assistance with tax calculations, please contact the tax assessor for the City of Breckenridge at 254-559-2732 or cjl@texasisp.com or visit <http://www.co.stephens.tx.us> for more information.



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding setting a Public Hearing to consider FY 2023/2024 Proposed Budget on September 5, 2023.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

In conformity with Local Government Code 102.006 (a-b) City Commissioners should schedule a Public Hearing on the proposed FY 2023/2024 Budget to be held September 5, 2023.

### FINANCIAL IMPACT:

NA

### STAFF RECOMMENDATION:

Approve setting Public Hearing on FY 2023/2023 Proposed Budget on September 5, 2023