



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

November 05, 2024 at 5:30 PM

AGENDA

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the City Commission will meet in a Regular Meeting of the Breckenridge City Commission on November 05, 2024 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

CALL TO ORDER

INVOCATION led by Will Anderson of Lighthouse 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.

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

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

1. Administer the Oath of Office to Police Officer Courtney Nichols.

STAFF REPORT

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

City Manager

2. City Business

Street Improvement Project-Phase 1 update

Downtown Revitalization Project update

3. Upcoming Events

- 11/11 City offices closed in observance of Veterans Day
- 11/15-11/16 Mingle Jingle
- 11/21 Bulk Pickup
- 11/28-11/29 City office closed in observance of Thanksgiving

Public Services Director

- 4. Employee of the Month-Wesley Duggan

CONSENT AGENDA

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

- 5. Consider approval of the October 8, 2024, regular commission meeting minutes as recorded.
- 6. Consider approval of Resolution 2024-34 approving an agreement with the State of Texas Department of Transportation for the temporary closure of State Highway 180 for the Breckenridge Christmas Parade coordinated by the Breckenridge Chamber of Commerce.
- 7. Consider approval of Resolution 2024-31 designating The Breckenridge American as the official newspaper for The City of Breckenridge.
- 8. Consider approval of department head reports and monthly investment reports for September 2024.

ACTION ITEMS

- 9. Discussion and any necessary action regarding approval of BEDC Annual Report.
- 10. Discussion and any necessary action regarding approval of BEDC recommendation to approve Ox Manufacturing Incentive.
- 11. Discussion and any necessary action regarding approval of Resolution 2024-33 authorizing the submission of a 2025/2026 CDBG application to the Texas Department of Agriculture.
- 12. Discussion and any necessary action regarding approval of Resolution 2024-32 appointing members to the Board of Adjustments.
- 13. Discussion and any necessary action regarding approval of an Interlocal for Fire Services with Stephens County.
- 14. Discussion and any necessary action regarding approval of an Interlocal for Municipal Court Services.
- 15. Discussion and any necessary action regarding awarding construction of temporary housing quarters for the Breckenridge Fire Department.

- [16.](#) Discussion and any necessary action regarding approval of an updated Social Media Policy for the City of Breckenridge.
- [17.](#) Discussion and any necessary action regarding approval of updates to Section 9.04 Workers Compensation of the Personnel Policy.
- [18.](#) Discussion and any necessary action regarding acceptance of Commissioner, Place 4, Gary Mercer's resignation.

EXECUTIVE SESSION

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

Personnel Matters

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

19. Commissioner Place 4

RECONVENE INTO OPEN SESSION

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

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

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

ADJOURN

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

CERTIFICATION

I hereby certify that the above notice was posted in the bulletin board at Breckenridge City Hall, 105 North Rose Avenue, Breckenridge, Texas , by **5:00 PM** on the **2ND day of NOVEMBER 2024**.

City Secretary



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



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of the October 8, 2024, regular commission meeting minutes as recorded.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

Meeting minutes for the regular commission meeting on October 8, 2024.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of the October 8, 2024, regular meeting minutes as presented.



**BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM**

Subject: Consider approval of Resolution 2024-34 approving an agreement with the State of Texas Department of Transportation for the temporary closure of State Highway 180 for the Breckenridge Christmas Parade coordinated by the Breckenridge Chamber of Commerce.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

The Chamber of Commerce hosts an annual Christmas Parade that includes US Highway 180 through the downtown area. This year the Christmas Parade will be held on Saturday, December 14th. As a part of the process for the parade, the City considers and approves the road closure for the Chamber to receive the necessary approval from TxDOT. The proposed resolution is to show the city's support for the Chamber's event.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of Resolution 2024-34 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 Christmas Parade, from 12/14/2024 to 12/14/2024 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 5th day of November 2024, the Breckenridge City Council passed Resolution / Ordinance No. 2024-34, 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

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:

Local Government:	State:
City of Breckenridge 105 N. Rose Ave Breckenridge, TX 76424	Texas Department of Transportation 2495 Highway 183 North 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 Official

Typed or Printed Name and Title BOB SIMS, MAYOR

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

Exhibit A

DESCRIPTION OF EVENT:

CHRISTMAS PARADE

Exhibit B

**RESOLUTION 2024-34
ATTACHED**

Exhibit C**Stephens County – US Hwy 180
of Lanes: 4****Date: December 14, 2024****Estimated Attendance: 400-800 People****Equipment Involved will include, but not be limited to the following:****Tractor & Vehicle/ Trailer Drawn Floats****Horse Drawn Wagons****Mounted Riding Groups****Marching Band****Dance Groups****Walking Groups (Goody Toss)****New and Antique Automobiles****Motorcycle & ATV's****Fire & Police Vehicles****Buses****EMS vehicles**



BRECKENRIDGE POLICE DEPARTMENT

October 23, 2024

To Whom It May Concern:

Please be advised that the Breckenridge Police Department will provide traffic control for the Breckenridge Christmas Parade scheduled for Saturday, December 14, 2024, from 6:00 P.M. until 7:00 P.M. The parade floats will be staged along Miller Road. The parade will proceed south on Miller, then east on Walker, then north on Court. Walker will be closed for approximately one hour.

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 "Blake Johnson", with a long horizontal flourish extending to the right.

Blake Johnson
Chief of Police
Breckenridge Police Department

RESOLUTION NO. 2024-34

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

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

WHEREAS, the City of Breckenridge requests the temporary closure of State Highway 180 and 183 on Wednesday, December 14th, 2024, for the Christmas Parade associated with the Breckenridge Chamber of Commerce; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS: That at the regular meeting of the City Commission held on the 5th day of November 2024, this resolution was adopted in accordance with Chapter 43, Texas Administrative Code, Section 22.12 to comply with the rules and procedures established by said chapter and section.

This resolution is adopted so that the Christmas Parade may be conducted on Saturday, December 14th, 2024.

PASSED AND APPROVED THIS THE 5th DAY OF NOVEMBER 2024.

APPROVED:

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of Resolution 2024-31 designating The Breckenridge American as the official newspaper for The City of Breckenridge.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

The city must designate a qualifying newspaper as the official newspaper of the city. This is the annual designation. The Breckenridge American newspaper meets the state-required criteria.

FINANCIAL IMPACT:

n/a

STAFF RECOMMENDATION:

Consider approval of Resolution 2024-31 as presented.

RESOLUTION NO. 2024-31

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO DESIGNATE THE BRECKENRIDGE AMERICAN AS THE OFFICIAL NEWSPAPER OF THE CITY.

WHEREAS, Chapter 52, Subchapter A, Section 52.004a of the Texas Local Government Code provides that the governing body of a municipality shall designate an Official Newspaper for the City at the beginning of each Fiscal Year; and,

WHEREAS, the City of Breckenridge's Fiscal Year begins on the first day of October and continues through the 30th day of September of each year; and,

WHEREAS, Chapter 2051, Subchapter C, Section 2051.044 of the Texas Government Code sets forth the requirements of a newspaper of record and the Breckenridge American meets the requirements.

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

The Breckenridge American is hereby designated as the Official Newspaper for the City of Breckenridge, Texas, for the Fiscal Year 2024-2025. The City Secretary is hereby directed to publish all Fiscal Year 2024-2025 notices and advertisements in the Breckenridge American newspaper in accordance with the law.

PASSED AND APPROVED this 5th day of November 2024.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Consider approval of department head reports and monthly investment reports for September 2024.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

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

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

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Consider approval of departmental reports and monthly investment reports for September 2024.



DEPARTMENTAL REPORTS

SEPTEMBER 2024

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

Finance

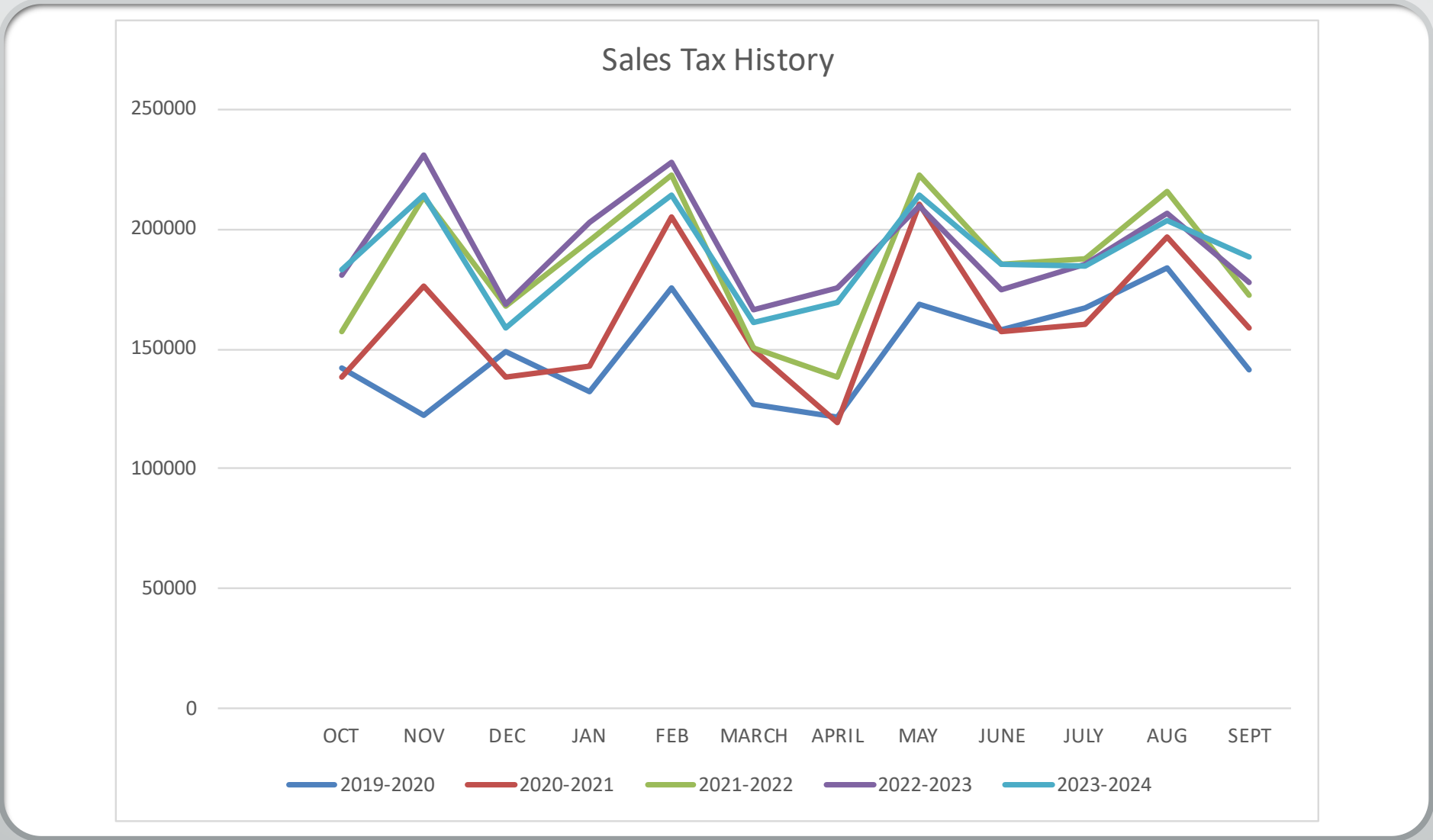
Bank Statement Balances

	Account Name	Balances as of Sept. 2023	Balances as of Sept. 2022
1001	GENERAL FUND	\$ 1,327,520.46	\$ 1,731,920.74
1013	ARSON FUND	\$ 509.89	\$ 509.89
1014	FEDERAL TAX & LOAN	\$ 81.09	\$ 81.49
1001	WATER FUND	\$ 1,501,235.18	\$ 1,920,208.62
1001	WASTEWATER FUND	\$ 1,054,129.38	\$ 1,388,457.11
1001	SANITATION	\$ 21,004.85	\$ (7,287.58)
1001	FIRE DEPT. SPECIAL	\$ 9,391.60	\$ 7,923.51
1001	FORFEITED PROPERTY	\$ 1,477.80	\$ 1,481.61
1002	PAYROLL FUND	\$ 27,245.25	\$ 32,691.65
1001	EQUIP. REPLACEMENT FUND	\$ 296,282.99	\$ 351,027.16
1001	STREET MAINTENANCE	\$ 50,447.63	\$ 321,248.56
1001	BRECKENRIDGE PARK FUND	\$ 9,611.87	\$ 9,637.48
1001	POLICE DEPT. SPECIAL	\$ 13,613.81	\$ 13,648.77
1001	Excess Sales Tax Revenue	\$ 17,632.62	\$ 17,677.90
1001	Breck Trade Days	\$ 39,424.83	\$ 39,526.11
1051	CO 2017 A&B Sinking /Rd	\$ 6,358.09	\$ -
1001	Water Capital Projects	\$ -	\$ (109,693.27)
1001	Wastewater Capital Projects	\$ -	\$ 164,314.28
1001	Capital Improvement Project	\$ 270,350.78	\$ (77,077.74)
1058	GENERAL DEBT SERVICE FUND	\$ 144,941.85	\$ -
1001	General Debt Service Fund P/C	\$ -	\$ 204,855.73
1001	REVENUE DEBT SERVICE FUND	\$ -	\$ 38,224.10
1025	Rescue Boat Donation	\$ 1,813.03	\$ 1,817.57
1073	CWSRF LF1001492	\$ 16,632.60	\$ 3.02
1076	CWSRF LF1001492 ESCROW	\$ 1,209,375.62	\$ 1,217,893.74
1056	CWSRF CO 2022A L1001491	\$ 1.00	\$ 1.00
1074	CWSRF CO 2022A L1001491 ESCROW	\$ 940,932.20	\$ 986,053.17
1072	CWSRF CO 2022A L1001426	\$ 1.00	\$ 1.00
1075	CWSRF CO 2022A L1001426 ESCROW	\$ 1,992,789.21	\$ 2,088,350.42
1071	DWSRF LF1001495	\$ 14,061.10	\$ 2.10
1079	DWSRF LF1001495 ESCROW	\$ 1,334,855.14	\$ 1,279,332.53
1070	DWSRF CO 2022B L1001493	\$ 1.00	\$ 1.00
1078	DWSRF CO 2022B L1001493 ESCROW	\$ 1,358,010.40	\$ 1,423,131.78
1057	DWSRF CO 2022B L1001494	\$ 1.00	\$ 1.00
1077	DWSRF CO 2022B L1001494 ESCROW	\$ 951,904.14	\$ 997,551.36
1010	LOGIC CO 2023	\$ 8,434,943.91	\$ 7,680,886.78
	TOTAL - ALL FUNDS	\$ 21,046,581.32	\$ 21,724,402.59

Item 8.

Fiscal Year Sales Tax Revenue Received

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



SECURITIES PLEDGED

The following shows the calculation of deposit coverage for the deposits of The City of Breckenridge held in Clear Fork Bank on: September 26, 2024 and securities pledged as of: September 27, 2024

Checking account balances:	\$	6,466,866.10
CD balances:	\$	-
Total on deposit:	\$	<u>6,466,866.10</u>
FDIC Insurance coverage:		
Checking account balances:	\$	250,000.00
CD balances:	\$	-
	\$	<u>250,000.00</u>
Total Deposit balance		
less FDIC coverage:	\$	<u>6,216,866.10</u>
Securities pledged at par value:	\$	<u>7,643,976.11</u>
Excess securities pledged:	\$	<u>1,427,110.01</u>

2023 CO BOND

BOND
AMOUNT

• \$8,641,984.74

BANK
TRANSFERS

• \$1,445,646.00

TOTAL
INTEREST
EARNED

• \$484,548.04

CURRENT
BALANCE

• \$7,680,886.78

2023 CO BOND-LOGIC PROJECT EXPENDITURES

STREETS

\$526,308.00

PARK IMPROVEMENT

\$742,883.17

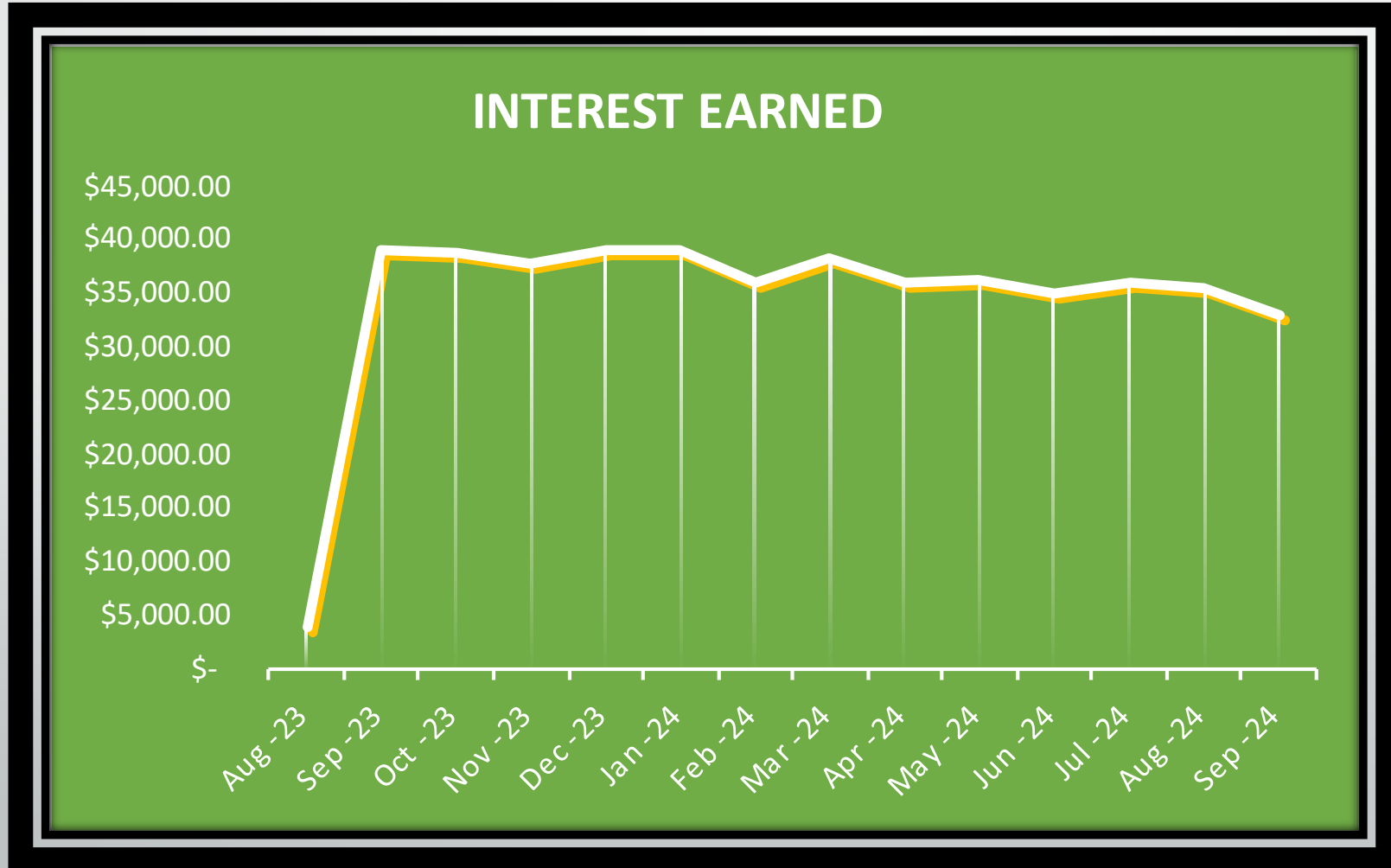
FACILITIES IMPROVEMENT

\$175,874.76

2023 CO BOND-LOGIC INTEREST EARNED

AUGUST 2024: \$32,950.58

TOTAL: \$484,548.04



BUILDING & DEVELOPMENT

SEPTEMBER 2024		FY 2023-2024
Permits Issued:		
Building	6	53
Roof	2	22
Fence, windows, siding, etc.	0	9
Sign	1	5
Mobile home	1	7
Certificate of Occupancy	1	9
Electrical	5	58
Plumbing	7	35
Gas line	2	31
Irrigation	0	2
HVAC	4	23
Moving	0	0
Demolition	0	1
P&Z	0	3
Variance	0	5
Prelim/final plat/replat	0	3
Solicitor/vendor	0	9
Beer/wine/liquor license	2	20
Gaming machine license	0	5
Food Mobile Unit	1	14
Fire alarm	0	0
Fire sprinkler	0	0

CODE ENFORCEMENT

Violations reported to Code Enforcement via email – 0

Violations reported to Code Enforcement via phone – 2

New violations cases opened – 10

High weeds & rubbish – 1201 W. Hullum

High weeds – 3588 W. Walker

Parking violation – 200 Pembroke

High weeds – 603-605 S. James

High weeds – 601 S. James

High weeds – 600 blk. E. Walker

High weeds – 1901 W. Elliott

High weeds – 1306 E. Lindsey

High weeds – 1304 E. Lindsey

Rubbish – 1406 E. Lindsey

Cases sent to Municipal Court – 3

Rubbish – 1406 E. Lindsey

High weeds – 1306 E. Lindsey

Rubbish – 3102 W. Walker

CODE ENFORCEMENT

Violations closed due to compliance – 8

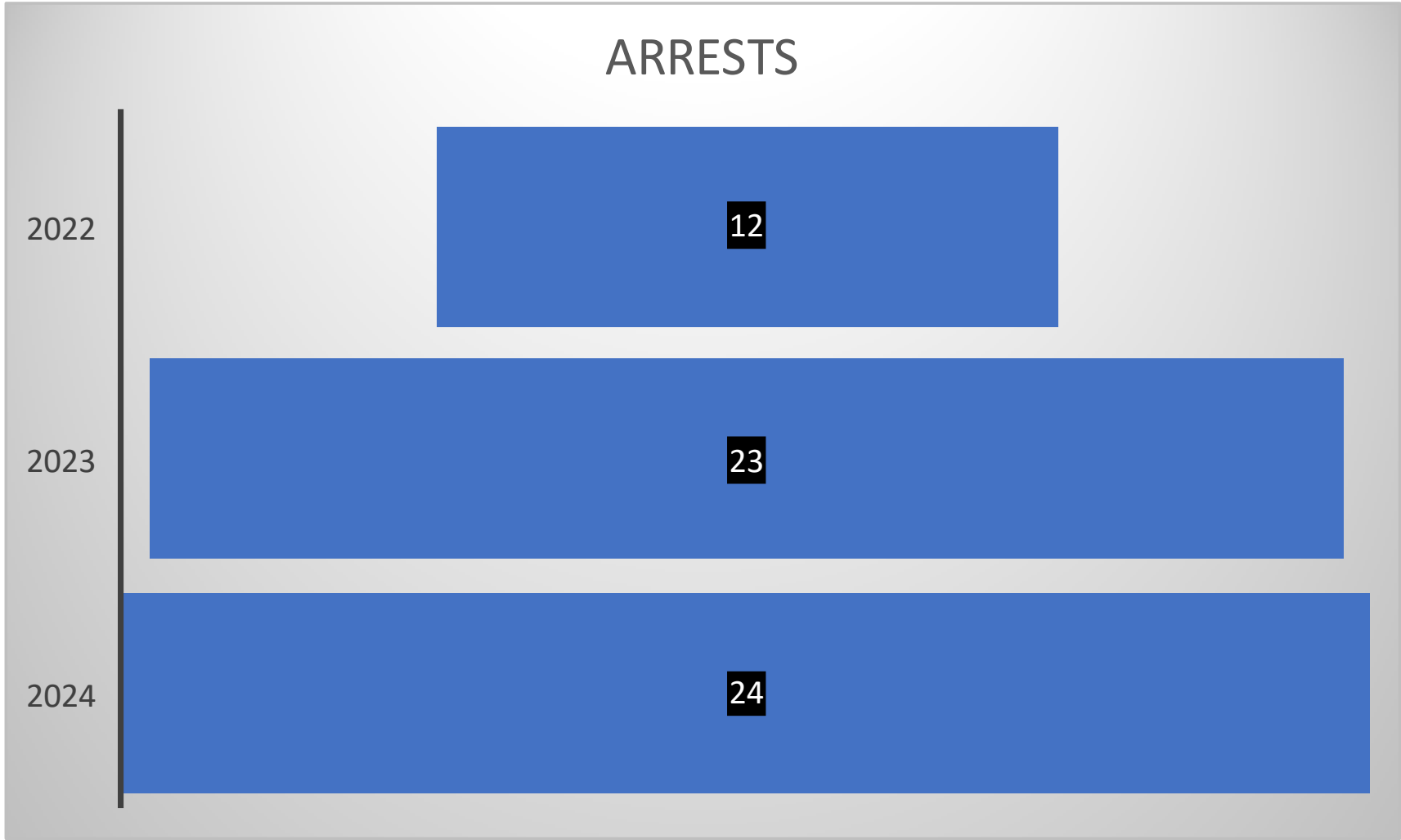
- High weeds – 152 W. Elm
- High weeds – 111 S. Miller
- High weeds – 115 E. 1st
- Junk vehicle – 705 S. James

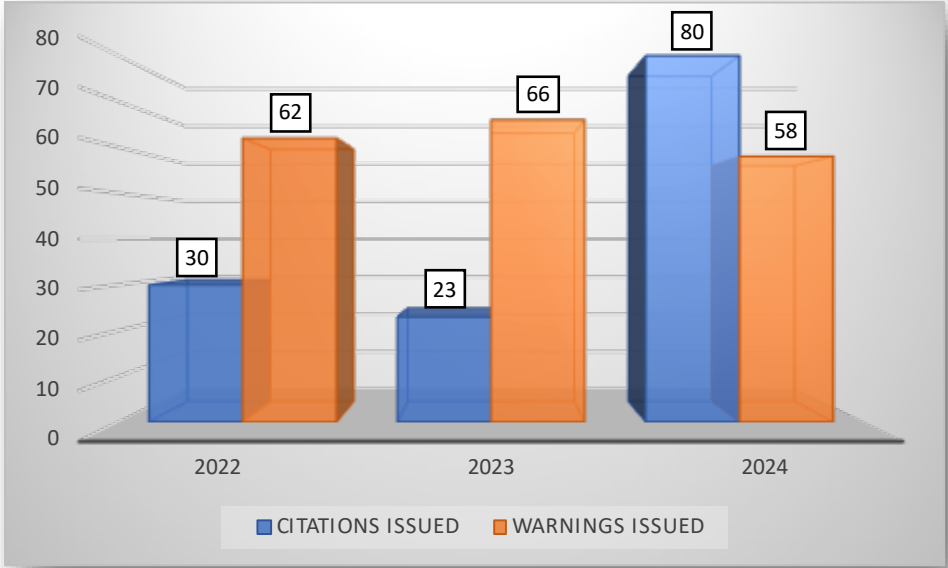
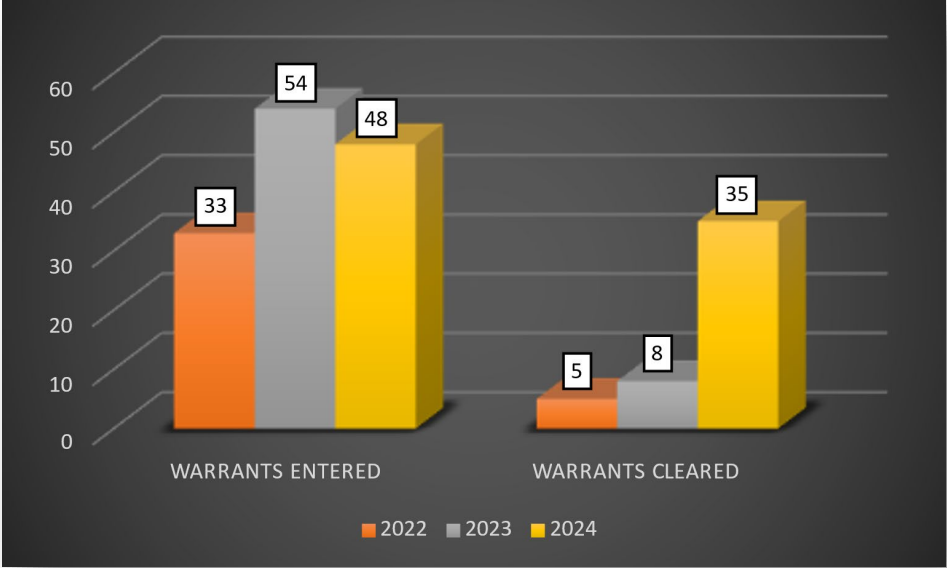
- High weeds – 1201 W. Hullum
- High weeds – 3588 W. Walker
- Parking violation – 200 Pembroke
- High weeds – 1304 E. Lindsey

Substandard homes ready for demolition by the city – 5

- 1305 W. 1st (city-owned)
- 601 N. Harvey (city-owned)
- 803 W. Hullum
- 513 S. Stoker
- 1214 W. 4th





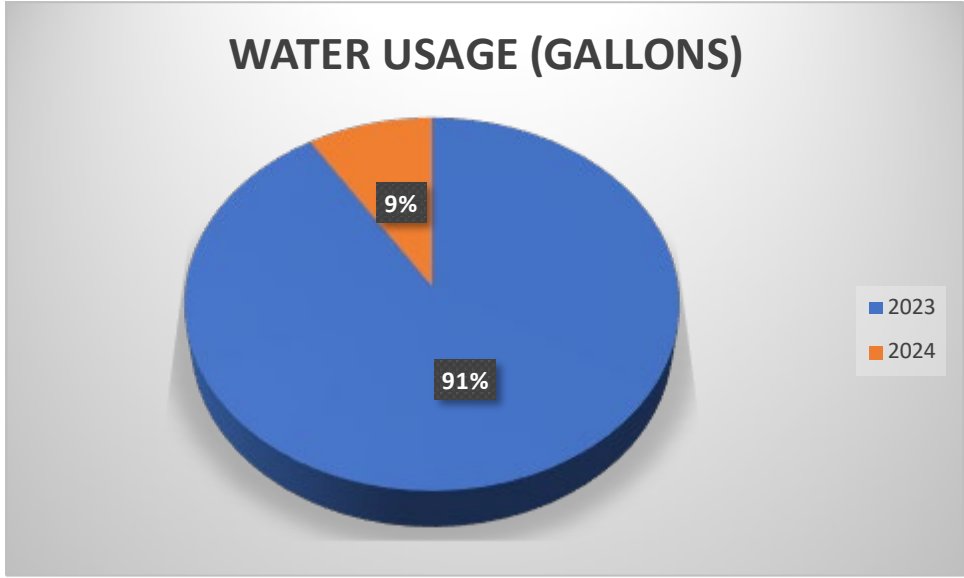
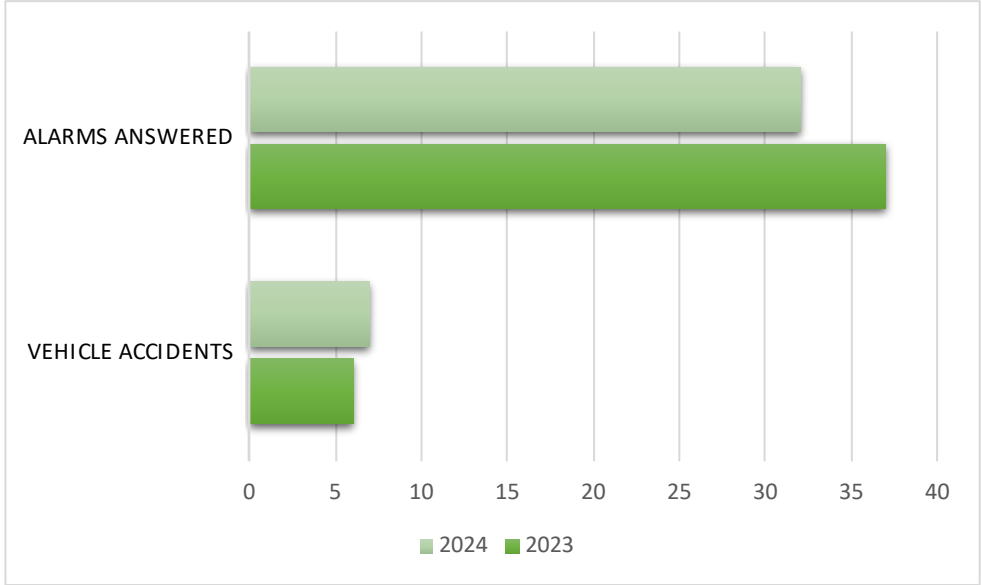


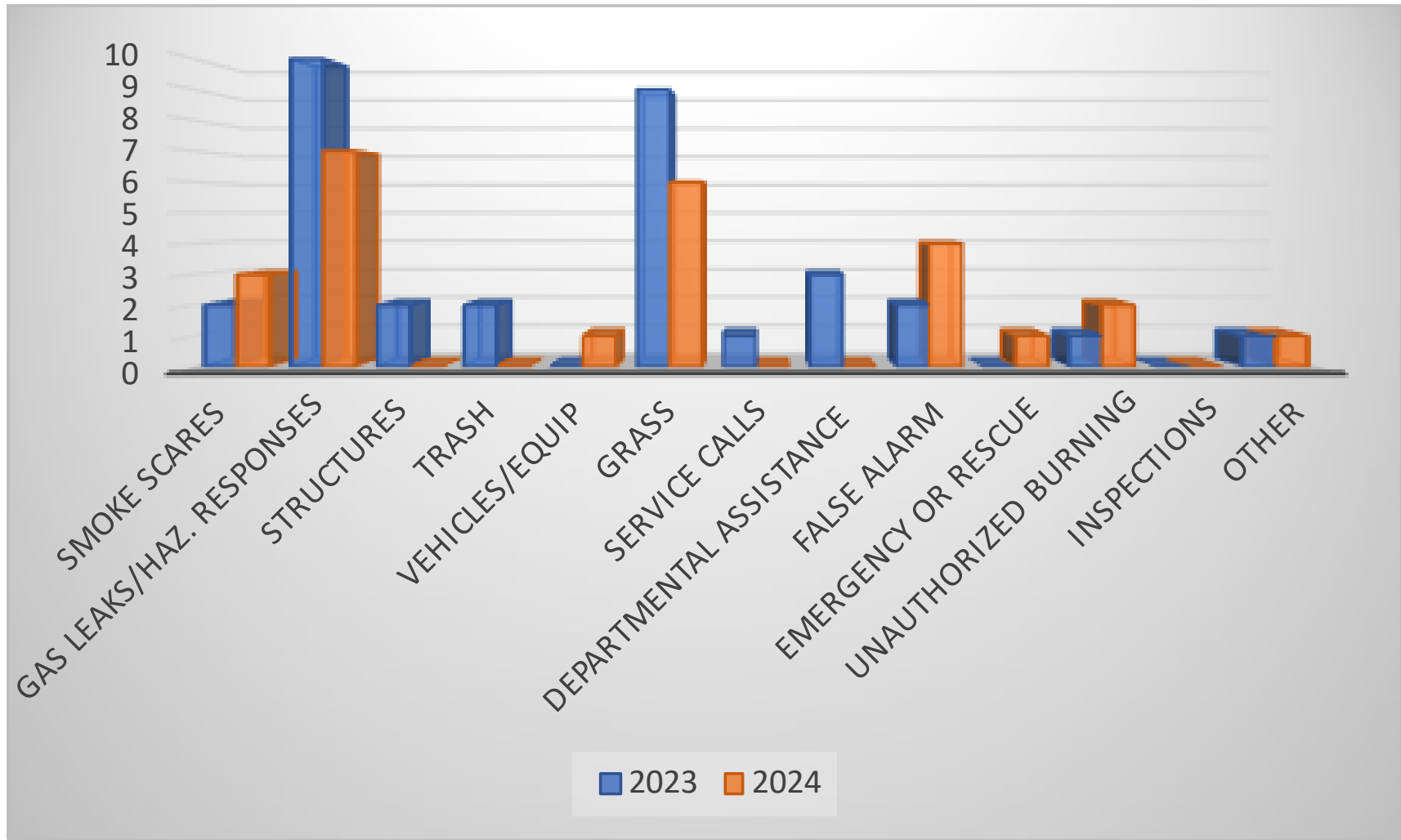
ANIMAL CONTROL

TOTAL CALLS: 118

ANIMAL CARCASS 9	AT LARGE 66	AGGRESSIVE 6
FOLLOW UP 23	VIOL RABIES 4	INURED/SICK 5
CITATIONS 35	WARNINGS 0	SPAY/NEUTER 13







PARKS & CEMETERY





1 pavilion rentals

1 trade barn rental

1 volleyball court rental

New door on the pavilion

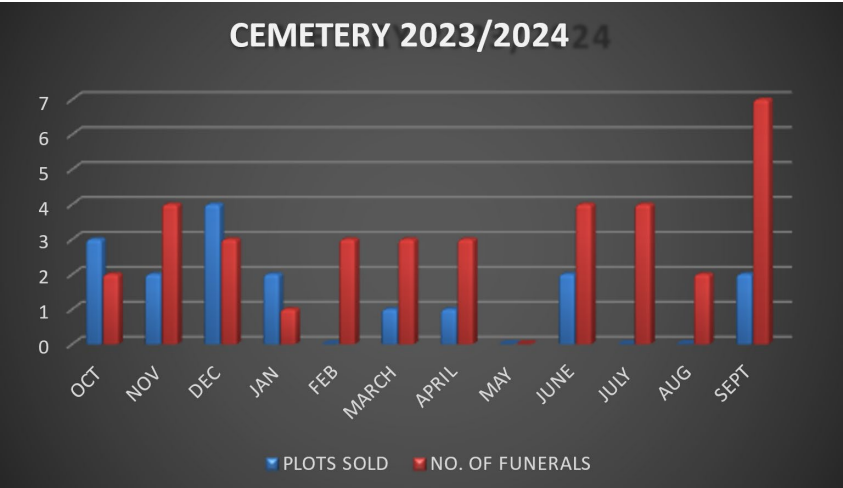
2 new doors on the pool house

Help with traffic during the homecoming parade

Maintaining all park

A lot of people using the park

Mowing and weed eating



7 funerals to report

Sold two spaces \$1200.00

Beginning to water

Leveling small military stone

Maintaining Cemetery

Maintaining equipment

Filling Graves

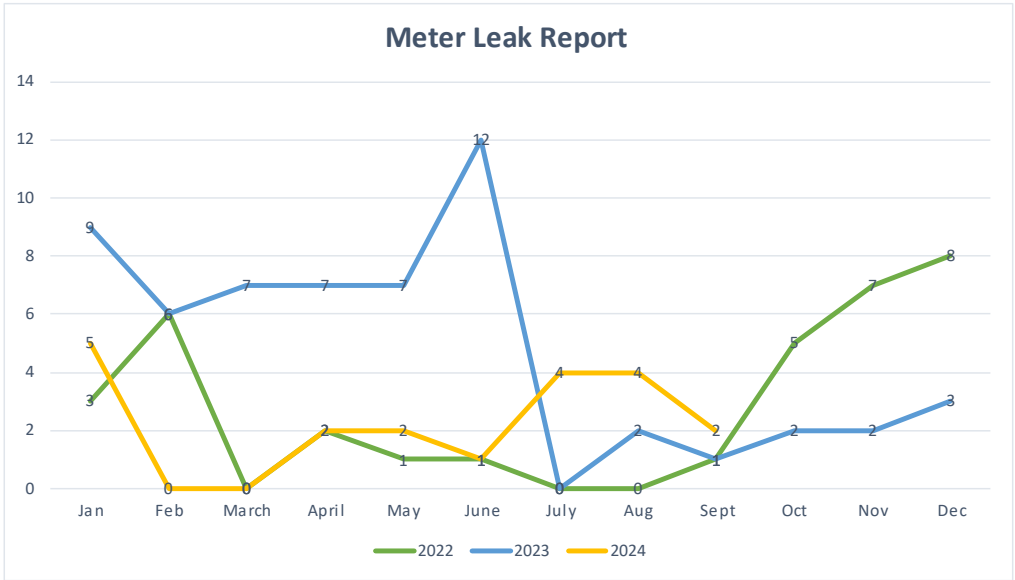
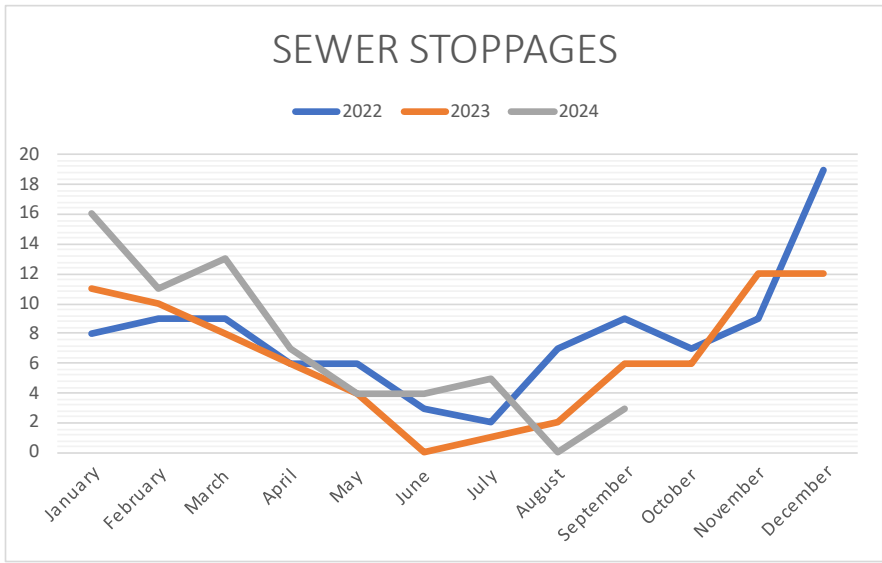
Mowing and Weed eating

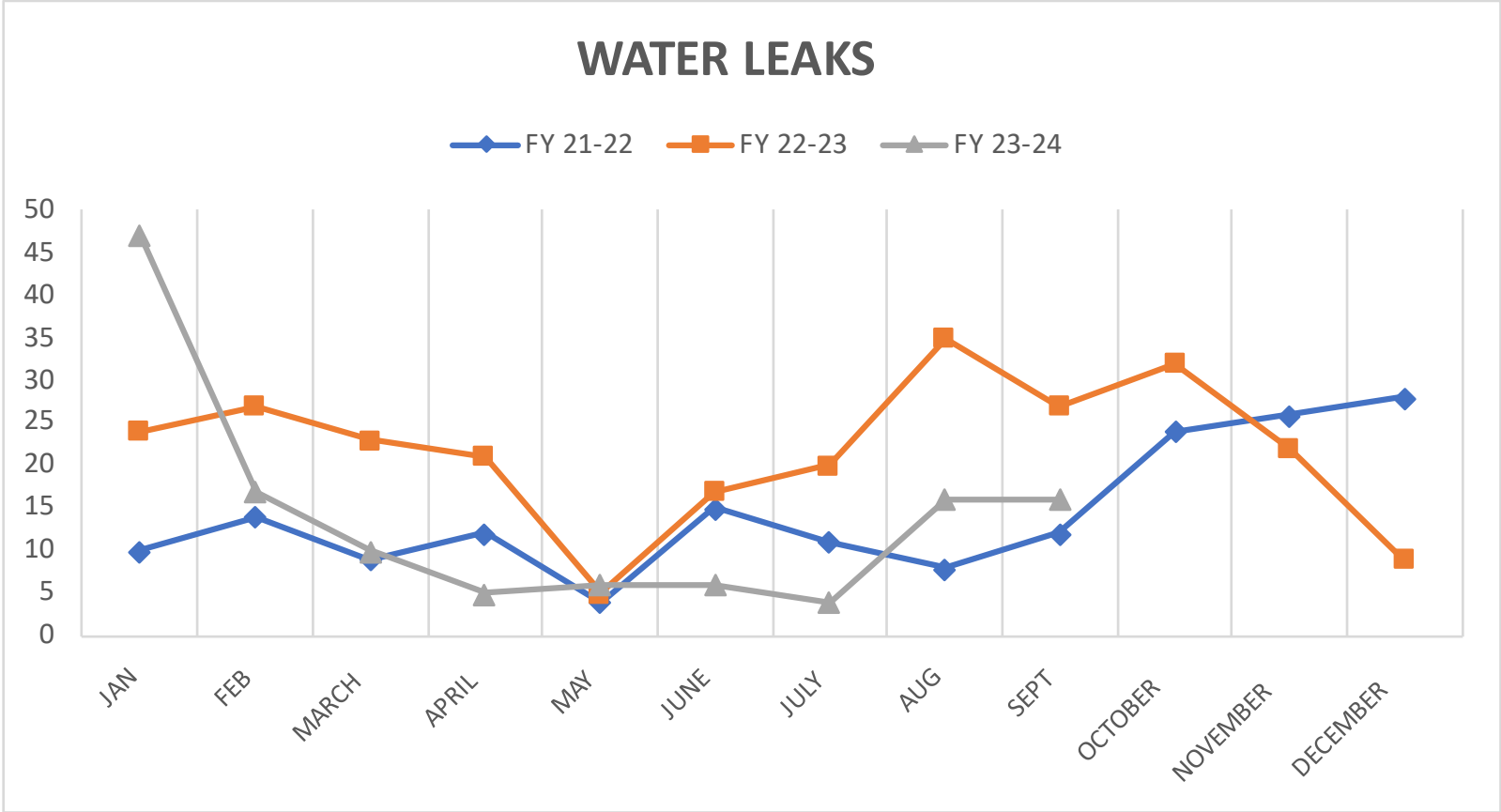
CEMETERY

PUBLIC WORKS



DEPARTMENT







BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of BEDC Annual Report.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

As mandated by the BEDC bylaws Sec. 4.04 Subsection 4, the BEDC is required to present a semi-annual report to the City Commission.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of the BEDC Annual Report as presented.

P.O. Box 1466
 100 East Elm Street
 Breckenridge, Texas 76424
 Phone 254-559-6228
 Fax 254-559-7104
 Email:
 david@breckenridgetexas.com



Board of Directors
Ty Bartoskewitz, President
Ronnie Langford
Mike Griffith
Ky Kennedy
Sid Curry
Jacob Cornwall
Virgil Moore, III

CEO, Executive Director
David Miller

September 27, 2024

TO: Hon. Bob Sims, Mayor, City of Breckenridge
 Hon. Blake Hamilton, Commissioner, City of Breckenridge
 Hon. Vince Moore, Commissioner, City of Breckenridge
 Hon. Greg Akers, Commissioner, City of Breckenridge
 Hon. Gary Mercer, Commissioner, City of Breckenridge

Dear Mayor and City Commission:

As required per the by-laws of the Breckenridge Economic Development Corporation (BEDCo) and the Administrative Contract with the City of Breckenridge, this activity report has been prepared for the members of the City Commission – City of Breckenridge. The report is submitted to fulfill those provisions as well as to keep the City Commission and the City Administration informed regarding the activities of the Breckenridge Economic Development Corporation.

This report is for the period of April 1, 2024 through September 30, 2024.

As with previous reports, you will notice the programs and activities of BEDCo are of continuing nature. They remain on the active list until they are completed, or a determination is made that the project is no longer feasible. This activity report is divided into three sections as follows:

- A. Administrative
- B. Economic Development
- C. Quality of Life Improvements

A. Administrative:

History - Breckenridge Economic Development Corporation was created and incorporated as a result of a City of Breckenridge election held on May 12, 2007. With approximately 91%

affirmative votes, the election resulted in the conversion of the Development Corporation of Breckenridge (DCOB) from a 4A entity to a 4B (now called Type B) entity, leaving the City sales tax rate at 1/2%. BEDC was incorporated on July 6, 2007 and the previous DCOB was dissolved.

Current - Officers of BEDCo as of September 30, 2024 were Lee Olson, President; Ky Kennedy, Vice-President; Wade Smith, Secretary; and David Duggan, Treasurer. Other board members included Mike Griffith, Ty Bartoskewitz, and Sid Curry. This report is being delivered a month later than normal due to Executive Director David Miller being out sick in September. The current board members are now Ty Bartoskewitz, President; Ky Kennedy, Vice-President; Sid Curry, Secretary; and Virgil Moore III, Treasurer. Other board members included Mike Griffith, Jacob Cornwall, and Ronnie Langford.

Executive Director David Miller has joined numerous councils and networks for access to resources and training. These include Texas Economic Development Council where Miller was accepted into their Future Leaders Training program and serves on committees for Rural Strategies, Workforce, Communications, and Conference planning. Miller finished a year of mentorship with Fred Welch, Director for Copperas Cove EDC, who has been in economic development for more than 30 years. Miller has also joined the International Council of Shopping Centers, Texas Midwest Community Network, and enrolled in the OU Economic Development Institute for coursework in pursuing his Certified Economic Developer designation from the International Economic Development Council with his first in-person institute taking place in October two weeks ago. David took courses in Credit Analysis and Real Estate Development and Reuse. He has already completed their course in Strategic Planning. Miller is active with several local service organizations including, Lions Club, Breckenridge Ex-Officio Board Member of the Chamber of Commerce, Secretary of the Breckenridge Industrial Foundation, Keep Breckenridge Beautiful, and is continuing to develop connections and relationships within the community.

B. Economic Development

Sales tax receipts recovered over the last six months. Though several businesses have seen increases in sales, most of our construction industry has suffered losses this year. Last month, interest rates were lowered by the Federal Reserve which is encouraging to investors and consumers, but comes with a healthy dose of “wait and see.” The national economy is still relatively uneasy about the future. Inflation has caused a severe crisis which is clearly seen in our own grocery receipts. There will not be a quick fix to increased prices but we can see some daylight represented in our sales tax collections recently. We also see pause in development spending as investors are waiting to see the outcome of the election next week. The state of the national economy is truly effecting us in several areas.

Manufacturing

As the bedrock of economic development, it is also encouraging to see our local businesses attracting increased production requests and even investment. We are pursuing these manufacturers with vigor and have already approved several new agreements.

OX Manufacturing, Inc.

Ox Manufacturing diversified its manufacturing to include a number of CNC products to lower the effects of occasional volatility in the gun market. The BEDC sold two buildings to OX a year ago and as part of the agreement we repaired one of their buildings to suit the manufacturing needs and the weatherization and aesthetics of the building. We approved an expansion project for them last month, which paid for new trade equipment. The BEDC also approved a payroll incentive for the creation of 25 new full-time jobs. This incentive would pay for the needed capital improvements at their facility to meet the five-fold increase in production.

RGN Manufacturing Services

RGN has had a steady production level over the last year but has not returned to the previous production levels before interest rates began to rise two years ago. RGN has seen an evolution in their business model toward dealerships and in regard to their products. They offer small cottages, workforce housing, and HUD manufactured homes. As a commitment to RGN and one of our community's greatest industrial resources, the BEDC included a \$40,000/year allowance for capital improvements to the building as part of the 5-year lease we signed last year. Last week, we signed a lease extension with RGN Manufacturing whos is likely to have been purchased by the time this report is given. The new ownership is looking to increase employment to roughly 120 full-time employees and take production from 5 or 6 housing units a week to 5 or 6 per day. Between Ox and RGN, Breckenridge could see an additional 85 jobs within the next year.

Prospect

Earlier this year we were courting a large manufacturing prospect. The foreign company has since hit pause on its site selection process as the State of Texas works through some of its appetite for this type of manufacturer. We expect that the process will restart after the next legislative session depending on the State of Texas's stance toward this type of manufacturer. It is still a toss-up on whether we could land this manufacturer and most deals fall through before they're done. It is just the nature of commercial real estate and site selection. However, several benefits have come from this exercise so far, including identifying several large-acreage tracts of land available for development.

EZ-Pack Bridgeport

We have a current project in place with EZ-Pack Bridgeport to maintain and increase their employment numbers. The second period of that incentive agreement ended on July 31st. They were able to add roughly 13 new full time jobs and maintain 84 jobs through the last year.

Elite Submersible Pumps

BEDC built a 11,940 square foot facility on the property located at 1250 Brown Road (on the Industrial loop south of EZ-Pack Bridgeport) which we lease to ESP as of February 2021 and is a 5-year agreement. ESP is investing in the property to increase their inventory yard and production capabilities. The BEDC signed a performance agreement a year ago to incentivize the creation of new jobs. The first employment milestone will be in January. Our lease rate to ESP escalated \$1,000/month earlier this year as was part of the lease when it was signed. This escalation will provide \$12,000/year more to the BEDC for the next couple of years when the lease will be renegotiated.

BEDC Loans to local businesses

The BEDC continues to offer loans from our Revolving Loan Account established several years ago. The BEDC currently has three businesses with loans in repayment after having multiple loans paid off recently. We do still have one loan in default which is being pursued with the help of the city attorney. We are currently in the process of applying for a \$1,000,000 loan at 1% interest through the USDA Intermediary Relending Program. We started this process 6 months ago, but due to delays with accommodations addressed earlier, and with a USDA-imposed deadline to use the funds, the application has not been turned in yet.

Welding program with BHS

BISD, TSTC and BEDC were instrumental in the creation of a dual-credit welding class for Breckenridge High School. The classes are taught at the TSTC Welding Facility. Partial funding (scholarship of tuition) all students in the program was provided by BEDC. The class started with ten students in the fall of 2019.

LVN program with BHS

BISD, TSTC and BEDC also started a LVN program in Breckenridge High School in 2019. Students in this program will receive much of the training required to take their Licensed Vocational Nurse exam. The remaining training needed can be taken at TSTC or other programs like Texas Tech’s program in Abilene.

TSTC Facility

The BEDC conveyed 415 N. Breckenridge Ave to TSTC for the continued higher education within our community. This reduced BEDC’s financial responsibility and liability and promotes a more permanent presence by TSTC here in Breckenridge. The property reverts back to the BEDC in the event TSTC ceases operations in the building.

CDL certifications with TSTC

One of the newest programs coming to TSTC is the ability to get a CDL license. Students will be able to do everything locally except for the final test, which would still be done by TSTC but at their Abilene campus. We have tried to find a suitable location for this training, but as of yet, we have not been able to. There were conversations with other entities about possible locations but those were not feasible. It is likely that we will pay to create a road on one of our current properties for this course to finally be implemented at our Breckenridge campus.

Neri’s Courtyard Bar and Grill

The Bealls building was used as an incentive to Neri’s restaurant after having remodeled the exterior of the building. I believe it will increase downtown walking traffic after hours and contribute to a more vibrant downtown while providing a dining experience we still lack in Breckenridge. Neri has begun her remodel and hopes to be open in November. By the time this report is given, the BEDC will have been awarded the Texas Downtown’s President’s Award for Best Economic Game Changer for our work with this building and the downtown facade grants. We could not have done this without the Downtown Development Council and most importantly the downtown businesses who invested back into their own money back into their facades. Neri is taking this development to a level not seen in our area yet, and we are excited to see her finished product. At our meeting last week, we approved a job creation incentive for Neri’s

Courtyard Bar and Grill as a forgivable loan to incentivize the 30-40 jobs this business will bring downtown. Many of those will be servers, and about 10 or more will be kitchen staff and management.

Visitors

Convention and Visitors Bureau

Last fiscal year, the BEDC requested the Chamber of Commerce create a Convention and Visitors Bureau for the promotion of Breckenridge to overnight visitors. The BEDC agreed to pay \$26,000 per year for a part-time director through September 2024. Due to several factors, mainly the need for a full-time director, it was decided to end the pay for the director and the Chamber has chosen to pursue the CVB with just an advisory board and no director. We still need the CVB, but the delay in getting a hotel in place has put a kink in this execution.

Accommodations

Confidential: [Redacted]

Retail Development

Confidential: [Redacted]

C. Quality of Life Improvements

BEDC has been working on several different facets of improving the quality of life in Breckenridge to make the city more appealing to residents, business, and industry. For purposes of this report, they are represented under the topics of (1) Housing, (2) Community Improvements, and (3) Other projects

(1) Housing

BEDC has continued to use established programs for housing and demolition incentives which have been utilized numerous times each year. The bulk of these incentives will be discontinued and we will be contracting with the Breckenridge Industrial Foundation to work in conjunction with us on address needs such as these.

Apartments

We identified Ridgecrest Apartments as a housing growth potential earlier this year when it came up for sale. The property went for foreclosure due to the lack of cash flow. It became apparent that the property had an extensive number of vacancies due to deferred maintenance. This property was purchased a few weeks ago and the BIF is in talks with the owner in hopes of them remodeling all of the units. There are 26 vacant units in the existing structure that we are hoping will come online within the next six months.

Demolition

We are entered into an agreement with the City of Breckenridge and Stephens County to help pay for the costs of demolition of condemned structures that are conveyed to the city. The presence of substandard and distressed housing remains one of the key factors of marketing Breckenridge as a place to set down roots. Aesthetics, like with the façade grants below, are tales to prospects that a community is worth investing in. If we can continue to beautify our housing, we will see newer and nicer housing come in.

Construction

The Breckenridge Industrial Foundation sold 16 acres on Dairy Street. This construction is essential for growth and for the incremental increase it will ignite in our housing market values. This one development could contribute more than \$20 million dollars in housing within the next 5 years. This developer recently joined a partnership with another investor and we hope to see these lots begin development in the coming months.

We have also had numerous conversations with other developers desiring to put housing in Breckenridge. Many of these are in the realm of affordable housing.

(2) Community Improvements

Downtown Development Council

Some of the council were able to work with the TMCN leadership students to renovate a vacant lot at 117 W. Walker. That space is nearly completed for their scholarship bid.

One area the BDDC has been most visibly effective in has been with façade grants downtown. There are a number of projects still in the works, but participation in this facade grants has fallen off, mostly due to the overwhelming participation beforehand. I’ve talked with several other building owners downtown who are interested in the program but finances are likely the deterrent to turning in an application which has a time limit on completing the improvements.

The BEDC has paid Johnny Trigg to care for the upkeep of the downtown and at the March '23 meeting, the BEDC voted to extend Trigg's service through the end of the '24 fiscal year and gave him a raise. The BEDC ended this service contract at the end of last month and donated the equipment to the city to use as they utilize his service downtown.

Vacant to Vibrant

The creation of the short-term rental redevelopment program has resulted in several conversations but no applications as of yet. Many of these projects will have high costs, and so it is no surprise that this will be a slower-moving program.

Façade Grants within the City Limits

The BEDC extended the program to all businesses within the city limits. Façade grants outside of the downtown and currently have one project approved and waiting completion which is Master's Chiropractic which is updating their facade and painting a new mural on their eastern wall.

Broadband Internet

The BEDC signed a lease earlier this month with Vero Broadband. This fiber internet company will be the first fiber-to-the-home provider in the history of Breckenridge. Vero will be housing their equipment at our offices with a 15-year lease. Their announcement to the community will be coming soon.

Breckenridge Improvement Council

BEDC provided funds needed for ongoing expenses of the Breckenridge Improvement Council, Inc, a local nonprofit 501(c)(3) corporation that accepts and forwards tax-deductible contributions to other local nonprofits and government entities.

(3) Other Cooperative Efforts

The Breckenridge Economic Development Corporation board members and staff continue to communicate with representatives of these and other beneficial organizations:

- Stephens Memorial Hospital District
- Breckenridge Independent School District
- Stephens County Commissioners Court
- Texas Economic Development Council (TEDC)
- Association of Rural Cities in Texas (ARCIT)
- Texas Midwest Community Network (TMCN)
- Texas Midwest Economic Development Alliance (TMEDA)
- Big Country Manufacturing Alliance
- Leon-Bosque Resource Conservation and Development Council (RC&D)
- TSTC and the TSTC Foundation
- Texas Department of Agriculture (TDA)
- U. S. Department of Agriculture Rural Development (USDA)
- Texas Workforce Commission

Workforce Solutions of West Central Texas
Texas Rural Development Corporation
TXU Economic Development Assistance
Texas Department of Criminal Justice
Texas Association of Business and Chambers of Commerce
West Central Texas Council of Governments
West Central Texas COG Business Development Loan Program
West Central Texas Economic Development District
State Representative Glenn Rogers
State Senator Charles Perry
U.S. Congressmen Roger Williams
U.S. Senators Ted Cruz and John Cornyn

The Board of Directors has asked that I remind the members of the City Commission and City Administration that they are always welcome and invited to attend any board meeting of the corporation. Our meetings are normally held on the third Tuesday of each month at 5:00pm.

Respectfully submitted,

David Miller
Executive Director

Breckenridge Economic Development

Budget vs. Actuals: FY_2023_2024 - FY24 P&L

October 2023 - September 2024

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
Income			
5010 - Revenue-1/2% Sales Tax	568,268.76	575,905.22	-7,636.46
5033 - ESP Lease 1250 Brown Rd	68,000.00	60,000.00	8,000.00
5034 - Ox Mfg Lease 942CR176		0.00	0.00
5035 - RGN Lease 820Industrial	102,000.00	102,000.00	0.00
5036 - RGN Ins Billable Expense Income	27,793.08		27,793.08
Total 5035 - RGN Lease 820Industrial	129,793.08	102,000.00	27,793.08
5100 - Interest Income			
5110 - CD Interest Income	7,207.55	909.79	6,297.76
5120 - BDC Bank Acct Interest	15,426.92	9,390.70	6,036.22
Total 5100 - Interest Income	22,634.47	10,300.49	12,333.98
5200 - Restricted Use Income			
5210 - USDA Checking Int Income		1,872.47	-1,872.47
5220 - USDA CD Interest Income		0.00	0.00
5231 - Gebo's Note Int. Income (deleted)		0.00	0.00
5234 - Jr Buck Academy Interest	6,109.98	7,800.00	-1,690.02
5236 - W5 Pharmacy & Coffee Int	2,007.05	1,218.66	788.39
5239 - Headhunters Interest	49.97		49.97
Total 5200 - Restricted Use Income	8,167.00	10,891.13	-2,724.13
Loan Closing Costs		0.00	0.00
Total Income	\$796,863.31	\$759,096.84	\$37,766.47
GROSS PROFIT	\$796,863.31	\$759,096.84	\$37,766.47
Expenses			
6100 - Administrative Expenses			
6110 - Payroll Expenses	5,452.14	5,400.00	52.14
6100.1 - Health Stipend	7,200.00	7,200.00	0.00
6111 - Payroll - Director	70,291.67	71,480.88	-1,189.21
Total 6110 - Payroll Expenses	82,943.81	84,080.88	-1,137.07
6112 - Chamber Contract	10,000.00	10,000.00	0.00
6114 CVB Contract	28,161.51	26,000.00	2,161.51
6114.2 CVB Expenses	2,454.62		2,454.62
Total 6114 CVB Contract	30,616.13	26,000.00	4,616.13
Total 6112 - Chamber Contract	40,616.13	36,000.00	4,616.13
6120 - Continuing Education	2,990.00	2,400.00	590.00
6130 - Memberships/Subsription	13,880.52	5,581.00	8,299.52
6131 - Events Expense	2,677.33	3,000.00	-322.67
6140 - Meals/Lodging/Auto	3,052.71	3,000.00	52.71
6150 - Board/Director Bond	326.03	370.00	-43.97
6151 - Worker's Comp Insurance	71.00	300.00	-229.00
6152 - Dir & Ofcr Liability Ins	1,767.00	1,775.00	-8.00
6153 - Gen. Liability Insurance	1,051.00		1,051.00
Total 6100 - Administrative Expenses	149,375.53	136,506.88	12,868.65

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
6200 - Facilities/Operation Exp			
6210 - Office Bldg Repairs	381.87	3,000.00	-2,618.13
6220 - Office Bldg Maintenance	2,505.00	4,200.00	-1,695.00
6230 - Office Yard Maintenance	1,746.89	1,620.00	126.89
6240 - Office Supplies	1,282.85	600.00	682.85
6245 - Computer Expense	2,742.25	900.00	1,842.25
6250 - Postage	306.10	120.00	186.10
6260 - Corp Office Insurance	3,815.76	2,000.00	1,815.76
6270 - Misc Facilities Exp	61.27		61.27
6300 - Office Utilities	109.67		109.67
6310 - Office Electric Svc	3,970.87	4,900.00	-929.13
6330 - Cell Phone Expense	1,200.00	1,200.00	0.00
6340 - Web Site Expense	229.51	300.00	-70.49
6350 Alarm System	513.97		513.97
Total 6300 - Office Utilities	6,024.02	6,400.00	-375.98
Total 6200 - Facilities/Operation Exp	18,866.01	18,840.00	26.01
6500 - Contract Services			
6511 - Bank Service Fee	5.00		5.00
6520 - Annual Audit	9,000.00	7,350.00	1,650.00
6530 - Legal Fees	19,606.70	2,400.00	17,206.70
6541 - Bookkeeping Svcs	3,225.25	3,600.00	-374.75
Total 6500 - Contract Services	31,836.95	13,350.00	18,486.95
7000 - Economic Development Exp			
7010 - Breck Imprvmt Council		0.00	0.00
7100 - Bus. Retention/Expansion		20,000.00	-20,000.00
7103 - Bridgeport Mfg	98,431.48	127,500.00	-29,068.52
7115 - Ox Mfg Bldg Repairs	138,485.74	150,000.00	-11,514.26
7118 - Ox Mfg Growth Incentive		42,000.00	-42,000.00
7150 - TSTC Project			
7170 -TSTC Work Skills Training	2,250.60	5,260.20	-3,009.60
Total 7150 - TSTC Project	2,250.60	5,260.20	-3,009.60
7151 - Chamber Shop Local 2023	3,860.81		3,860.81
7160 - Neri's Resturant	0.00		0.00
Total 7100 - Bus. Retention/Expansion	243,028.63	344,760.20	-101,731.57
7200 - Direct Prospects			
7215 - 820 Ind Loop		0.00	0.00
7215.4 - 820 Ind Loop Insurance	37,317.14		37,317.14
7215.8 - Tenant Allowance	16,038.92	40,000.00	-23,961.08
7215.9 Roof Inspection	390.00		390.00
Total 7215 - 820 Ind Loop	53,746.06	40,000.00	13,746.06
7236 - Airport Grant Match	25,000.00	25,000.00	0.00
7240 - Beall's Bldg	1,858.74		1,858.74
7240 - Beall's Bldg Ins		10,000.00	-10,000.00
7240.3 - Beall's Bldg Repairs	25,500.00	13,000.00	12,500.00
Total 7240 - Beall's Bldg	27,358.74	23,000.00	4,358.74
Total 7200 - Direct Prospects	106,104.80	88,000.00	18,104.80
7300 - Demolition Expenses		50,000.00	-50,000.00
7324 - City Demo	5,000.00		5,000.00

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
7325 - 706 N. Oakwood	2,500.00		2,500.00
Total 7300 - Demolition Expenses	7,500.00	50,000.00	-42,500.00
7400 - Marketing/Advertising	947.50	14,000.00	-13,052.50
7401 - Shop Local	1,540.00	0.00	1,540.00
Total 7400 - Marketing/Advertising	2,487.50	14,000.00	-11,512.50
7500 - 4B(a)(2) Improvements	21,856.00	0.00	21,856.00
7501 - Entry Signs	15,620.00		15,620.00
7548 - TMCN Leadership Project	8,661.91		8,661.91
7601 - Refurbish Expenses		10,000.00	-10,000.00
7624 - 313 W 4th Refurb		0.00	0.00
7625 - 122 Sunset	7,500.00		7,500.00
Total 7601 - Refurbish Expenses	7,500.00	10,000.00	-2,500.00
Facade Grants Inside City Limit			
American Discount Liquor	5,000.00		5,000.00
Total Facade Grants Inside City Limit	5,000.00		5,000.00
Total 7500 - 4B(a)(2) Improvements	58,637.91	10,000.00	48,637.91
Total 7000 - Economic Development Exp	417,758.84	506,760.20	-89,001.36
7555 - Downtown Development			
7555.1 - Weed Spraying	600.00		600.00
7555.2 - Supplies	253.96	300.00	-46.04
7555.3 - Contract Services	17,882.70	24,960.00	-7,077.30
7555.4 217 W. Walker	2,880.00		2,880.00
7555.5 - Downtown Facade Grants	13,916.07	50,000.00	-36,083.93
7555.6 Murals	20,150.00		20,150.00
Total 7555.5 - Downtown Facade Grants	34,066.07	50,000.00	-15,933.93
Total 7555 - Downtown Development	55,682.73	75,260.00	-19,577.27
7600 - SGL-FMLY Dwelling Incnt.		100,000.00	-100,000.00
7604 - 3209 Cactus Cove	10,000.00		10,000.00
7626 - 1205 W. Elliott	10,000.00		10,000.00
Total 7600 - SGL-FMLY Dwelling Incnt.	20,000.00	100,000.00	-80,000.00
Payroll Expenses			
Taxes	0.00		0.00
Wages	0.00		0.00
Total Payroll Expenses	0.00		0.00
QuickBooks Payments Fees	588.27		588.27
Total Expenses	\$694,108.33	\$850,717.08	\$ -156,608.75
NET OPERATING INCOME	\$102,754.98	\$ -91,620.24	\$194,375.22
Other Expenses			
Ask My Accountant		0.00	0.00
Total Other Expenses	\$0.00	\$0.00	\$0.00
NET OTHER INCOME	\$0.00	\$0.00	\$0.00
NET INCOME	\$102,754.98	\$ -91,620.24	\$194,375.22

Breckenridge Economic Development

Balance Sheet

As of September 30, 2024

	TOTAL		
	AS OF SEP 30, 2024	AS OF SEP 30, 2023 (PY)	CHANGE
ASSETS			
Current Assets			
Bank Accounts			
1000 - Unrestricted Funds	0.00	0.00	0.00
1010 - FNB Checking	604,492.71	880,793.55	-276,300.84
1011 - BIB General	0.00	0.00	0.00
1030 - Unrestricted CDs	739,029.33	228,819.44	510,209.89
Total 1000 - Unrestricted Funds	1,343,522.04	1,109,612.99	233,909.05
1050 - Restricted Funds			
1060 - FNB USDA Checking	199,096.15	309,905.58	-110,809.43
1061 - BIB Revolving Loan Fund	0.00	0.00	0.00
1070 - Restricted USDA CDs	0.00	0.00	0.00
Total 1050 - Restricted Funds	199,096.15	309,905.58	-110,809.43
Total Bank Accounts	\$1,542,618.19	\$1,419,518.57	\$123,099.62
Other Current Assets			
1090 - Sales Tax Receivable	99,229.21	99,229.21	0.00
1300 - Prepaid Insurance	0.00	0.00	0.00
Undeposited Funds	0.00	0.00	0.00
Total Other Current Assets	\$99,229.21	\$99,229.21	\$0.00
Total Current Assets	\$1,641,847.40	\$1,518,747.78	\$123,099.62
Other Assets			
1102 - C&K Colt Loan Acct	0.00	0.00	0.00
1106 - Bold Ideas Ramp up Note	0.00	0.00	0.00
1111 - Breck Mfg Blg Note	0.00	0.00	0.00
1400 - Properties Held for Econ	2,068,035.59	2,302,222.59	-234,187.00
Loans from Unrestricted Funds			
1105 - Bold Ideas Equip. Loan	0.00	0.00	0.00
1105.1 - Bold Ideas Equip. Move	0.00	0.00	0.00
1105.2 - Bold Ideas Equip. lien	0.00	0.00	0.00
Total 1105 - Bold Ideas Equip. Loan	0.00	0.00	0.00
1108 - Lake Mktg Loan Acct	0.00	0.00	0.00
1109 Lake Mktg Workforce Credit	0.00	0.00	0.00
1110 - Allowance for Bad Debt	-32,854.00	-32,854.00	0.00
Total Loans from Unrestricted Funds	-32,854.00	-32,854.00	0.00

	TOTAL		
	AS OF SEP 30, 2024	AS OF SEP 30, 2023 (PY)	CHANGE
USDA Restricted Use Loans			
1101 - Gebo's Loan Acct.	0.00	0.00	0.00
1107-Jr Buck Academy Loan	146,525.44	157,215.46	-10,690.02
1114 - Headhunters Loan	0.00	400.00	-400.00
1116 - OX Mfg Loan	0.00	0.00	0.00
1117 - W5 Pharmacy Loan	29,721.04	33,894.31	-4,173.27
1118 Big Buck Bunker Loan	15,907.23	15,907.23	0.00
1119 - Party Planet BYC	9,737.25		9,737.25
1120 - Neri's Loan	125,000.00		125,000.00
Total USDA Restricted Use Loans	326,890.96	207,417.00	119,473.96
Total Other Assets	\$2,362,072.55	\$2,476,785.59	\$ -114,713.04
TOTAL ASSETS	\$4,003,919.95	\$3,995,533.37	\$8,386.58
LIABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	0.00	92,150.00	-92,150.00
Total Accounts Payable	\$0.00	\$92,150.00	\$ -92,150.00
Other Current Liabilities			
3010 - Payroll Liabilities	-24.08	936.02	-960.10
Direct Deposit Payable	0.00		0.00
Payroll Liabilities	-60.00		-60.00
Federal Taxes (941/943/944)	-1,198.30		-1,198.30
Total Payroll Liabilities	-1,258.30		-1,258.30
Total Other Current Liabilities	\$ -1,282.38	\$936.02	\$ -2,218.40
Total Current Liabilities	\$ -1,282.38	\$93,086.02	\$ -94,368.40
Long-Term Liabilities			
2400 - Property Tax Payable	0.00	0.00	0.00
2500 - Long Term Liabilities			
2501 - Karsten Bldg Note	0.00	0.00	0.00
2502-Texas Leverage Fund Note	0.00	0.00	0.00
Total 2500 - Long Term Liabilities	0.00	0.00	0.00
Total Long-Term Liabilities	\$0.00	\$0.00	\$0.00
Total Liabilities	\$ -1,282.38	\$93,086.02	\$ -94,368.40
Equity			
4000 - Fund Balances	0.00	0.00	0.00
4100 - Designated Fund Balances			
4116 - Breck Imp Cncl Project	0.00	0.00	0.00
4123 - Jonell Incentive Project	0.00	0.00	0.00
Total 4100 - Designated Fund Balances	0.00	0.00	0.00
Unrestricted Net Assets	0.00	0.00	0.00
Unrestricted Net Assets {101}	3,902,447.35	3,744,213.17	158,234.18
Net Income	102,754.98	158,234.18	-55,479.20
Total Equity	\$4,005,202.33	\$3,902,447.35	\$102,754.98
TOTAL LIABILITIES AND EQUITY	\$4,003,919.95	\$3,995,533.37	\$8,386.58



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of BEDC recommendation to approve Ox Manufacturing Incentive.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Ox Manufacturing is expanding their operation, and the BEDC is offering them a job creation incentive. Ox Manufacturing expect to add 25 full-time employees within the next 12 months. This incentive will work as a forgivable loan and will be secured by the property.

This project will increase capital improvements to the property and contribute nearly one million additional dollars in payroll per year to Breckenridge via exporting machined goods. See the proposal attached.

FINANCIAL IMPACT:

This incentive will be for a maximum of \$200,000 and will carry attorney costs associated with filing UCC and liens to the property. If the employment numbers are not met, then the expense to the BEDC will be less.

STAFF RECOMMENDATION:

Consider approval of BEDC’s recommendation to approve incentive as presented.

Ox Manufacturing

Plans to add 20-25 jobs within the next 12 months.

Needs additional assembly space and will convert the roughly 3,000 sf covered area in the back to air-conditioned, finishing space.

Proposal:

1. \$200,000 Loan to Build out the needed improvements and paid for directly from BEDC to contractors.
2. Repayable to BEDC over a 4-year term (\$50k/year) with 4% interest and secured by 2nd lien on the property.
3. \$7,000 grant per new FTE as an incentive to Ox based on annual payroll change (1 new FTE equals \$35,000/year wage)
4. Repayment begins 1 year after execution and is based on the remainder of the loan minus incentive for that year. So, 2025 payroll will determine repayment in 2026. This gives a 1-year ramp-up time period which is when the bulk of overhead costs and obstacles will be incurred (purchasing raw materials, build out, etc)
5. If defaults, then foreclose on the building for the remaining balance.

The maximum incentive is the full \$200,000 loaned (\$175,000 would be 25 jobs)

Example 1:

5 **new** FTE: \$35,000 grant

Loan amount due: \$50,000 plus interest

\$15,000 / 12 months = \$1,250/month plus interest

Example 2:

10 **new** FTE: \$70,000 grant

Loan amount due: \$50,000 plus interest

-\$20,000 balance transfers to the next year.



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Resolution 2024-33 authorizing the submission of a 2025/2026 CDBG application to the Texas Department of Agriculture.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The city sought a CDBG in 22/23 for street improvements and although we scored well, we were just shy of receiving the grant. We are pursuing a CDBG grant for the 2025-2026 cycle and believe we will be competitive. It will be for the same street improvements (Panther and 4th Street, and may include more as the amount of the grant has increased to a max of \$750,000).

On October 1, 2024, Commissioners approved awarding administration services to Public Management, Inc.

The next step in the process is to approve a Resolution authorizing the submission of an application to the Texas Department of Agriculture. This is required to be submitted with the Phase 1 application that is due by December 9th.

FINANCIAL IMPACT:

\$75,000 in matching funds if awarded.

STAFF RECOMMENDATION:

Consider approval of Resolution 2024-33 authorizing the submission of a 2025/2026 CDBG application to the Texas Department of Agriculture as presented.

RESOLUTION 2024-33

A RESOLUTION OF THE CITY COMMISSION OF BRECKENRIDGE, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND.

WHEREAS, the City Commission of the City of Breckenridge desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Breckenridge to apply for funding under the Texas Community Development Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture, and to be placed in competition for funding under the Community Development Fund.
2. That the City of Breckenridge commits to dedicating no less than 51% of grant funds for activities identified by the state planning region as First Priority.
3. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
4. That the City of Breckenridge is committing to provide \$75,000.00 in matching funds toward the application’s activities, with the specific usage and funding source to be determined prior to any award of grant funding.

Passed and approved this 5th day of November, 2024.

Bob Sims, Mayor
City of Breckenridge, Texas

Jessica Sutter, City Secretary
City of Breckenridge, Texas



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Resolution 2024-32 appointing members to the Board of Adjustments

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

The Board of Adjustments is a seven-member board tasked with conducting public hearings and grants, with or without conditions, or denies variances to the Zoning Codes, including variances from building height and building setback requirements; hears requests and renders decisions regarding special exceptions when applicants propose to expand not-conforming uses; and hears and renders decisions regarding appeals of decision or interpretations of the Building Official.

The term for current board members Bryan Wood, Michael Ellis, and Bonnie Robbins is set to expire on November 31, 2024. Michael Ellis and Bonnie Robbins have agreed to be re-appointed, and Bryan Wood will be stepping down from his position. Earlier in the year, Bo Asher moved and resigned from his position on the board, which is set to expire on November 30, 2025. This has left 2 vacancies on the Board of Adjustment.

Staff advertised for volunteers to serve on various boards. 2 applicants have agreed to volunteer for the Board of Adjustments. Rocky Fain, and John Powell (applications are included in the agenda packet for review).

Staff recommendation is to appoint Rocky Fain to be appointed to replace Bryan Wood and that John Powell be appointed to fill the remaining alternate member term expiring in November of 2025.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Consider approval of Resolution 2024-32 as presented.

RESOLUTION NO. 2024-32

A RESOLUTION OF THE CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS, APPOINTING A MEMBER TO SERVE ON THE BOARD OF ADJUSTMENT

WHEREAS, Section 2-30 of the Code of Ordinances of the City of Breckenridge creates the Board of Adjustment for the City of Breckenridge and provides appointment procedures; and,

WHEREAS, Members and Alternate Members of the Board of Adjustment serve in staggered two-year terms, commencing December 1st and ending November 30th as set forth below:

WHEREAS, the term of office for the current Board of Adjustment, **Bryan Wood, Michael, Ellis, and Bonnie Robbins** expires November 2024.

WHEREAS, Michael Ellis, and Bonnie Robbins have agreed to be re-appointed.

WHEREAS, Bryan Wood will be stepping down from the position on the Board of Adjustment set to expire November 2024.

WHEREAS, Bo Asher stepped down from his position on the Board of Adjustment set to expire November 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, That **Michael Ellis, Bonnie Robbins**, and **Rocky Fain** shall be appointed to the Board of Adjustment for a two-year term which expires November 30, 2026. **John Powell** shall be appointed to fill the remaining alternate term that expires November 30, 2025.

Michael Ellis Bonnie Robbins Rocky Fain John Powell (Alternate)
Exp. November 30, 2025

PASSED AND APPROVED by the City Commission of the City of Breckenridge, Stephens County, Texas on this the 5th day of November, 2024.

APPROVED:

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary



**CITY OF BRECKENRIDGE
BOARD OR COMMISSION
APPLICATION FOR APPOINTMENT
(MUST LIVE WITHIN THE CITY LIMITS)**

Name: <u>John Powell</u>		Date Submitted: <u>October 7, 2024</u>	
Home Address: <u>[Redacted] Breckenridge, TX 76424</u>		Business Address: <u>Work from home</u>	
Home Phone: <u>[Redacted]</u>		Occupation: <u>Lead Medical Science Liaison</u>	
E-Mail Address: <u>[Redacted]</u>		Business Phone: <u>---</u>	
Breckenridge Resident for <u>1</u> years. <u>+4 mo</u>		Qualified Voter: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Are you related to any City Commission Member or City Manager? If yes, please state the relationship:		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Special knowledge or experience qualifying you for this appointment: <u>General Knowledge</u>			
Boards/Commissions/Committees you have previously served on:		Dates	
<u>BPOE 1480 Board of Trustees</u>		<u>8/24 - current</u>	
Professional and/or Community Activities: <u>American Soc Clinical Onc, BPOE 1480 member, Hematology Oncology Assoc.</u>			
Number in order of preference: We will call and confirm before we appoint <u>~ Happy to serve Pharmacists ASSOC.</u>			
<u>2</u>	Planning and Zoning Commission	<u>3</u>	Board of Adjustments
<u>4</u>	Housing Authority Board	<u>1</u>	Economic Development Corporation

Please complete and return to: City Secretary, City of Breckenridge, 105 N Rose Ave., Breckenridge, TX 76424
Phone: 254-559-8287 Fax: 254-559-7322 Email: jsutter@breckenridgetx.gov



**CITY OF BRECKENRIDGE
BOARD OR COMMISSION
APPLICATION FOR APPOINTMENT
(MUST LIVE WITHIN THE CITY LIMITS)**

Name: <u>ROCKY FAIN</u>		Date Submitted:	
Home Address: [REDACTED]		Business Address: <u>SAME AS HOME</u> <u>IT CONSULTANT/</u>	
Home Phone: [REDACTED]		Occupation: <u>FEDERAL CONTRACTOR</u>	
E-Mail Address: [REDACTED]		Business Phone: [REDACTED]	
Breckenridge Resident for <u>43</u> years.		Qualified Voter: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Are you related to any City Commission Member or City Manager? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please state the relationship:			
Special knowledge or experience qualifying you for this appointment: <u>20+ YEARS OF ACTIVE DUTY</u>			
Boards/Commissions/Committees you have previously served on:		Dates	
<u>CHIEF Petty OFFICER ASSOCIATION CA/IN/WA</u>		<u>2016 - 2023</u>	
<u>MAINTENANCE PLANNING BOARD CT/WA</u>		<u>2006 - 2009</u>	
<u>AD/SEPARATIONS MASTER TRAINING</u>		<u>2014 - 2016</u>	
<u>SPECIALIST BOARD OF CERTIFICATION CO-CHAIR</u>			
Professional and/or Community Activities: <u>RETIRED US NAVY PILOT / SUBMARINE CO-PILOT / DISABLED VETERAN</u> <u>ADVOCATE FOR DDID</u>			
Number in order of preference: We will call and confirm before we appoint			
<u>2</u>	Planning and Zoning Commission	<u>1</u>	Board of Adjustments
<u>3</u>	Housing Authority Board	<u>4</u>	Economic Development Corporation

Please complete and return to: City Secretary, City of Breckenridge, 105 N Rose Ave., Breckenridge, TX 76424
Phone: 254-559-8287 Fax: 254-559-7322 Email: jsutter@breckenridgetx.gov



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

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

Department: Administration

Staff Contact: Cynthia

Title: City Secretary

BACKGROUND INFORMATION:

In the interest of cooperation, the City of Breckenridge has several interlocal agreements with Stephens County. The City and County have been discussing updates to several of them including the Fire Servies Agreement. The City and County held a joint meeting to discuss the details of the agreements and several updates.

The biggest update to the Fire Services Interlocal Agreement is adding a clause that Stephens County will reimburse 50% of overtime personnel costs capped at the city’s budgeted amount for overtime. For example, this FY budget amount for overtime is \$46,500.

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Consider approval of updated Fire Services Interlocal Agreement with Stephens County.

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

THE STATE OF TEXAS §
§
COUNTY OF STEPHENS § FISCAL YEAR 2024-2025

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

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

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

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

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

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

PUBLIC PURPOSE

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

CITY OBLIGATIONS

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

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

- (B) Emergency services other than those concerning fire protection and other emergency response services are not the subject of this contract. All emergency services provided within the territorial boundaries of municipal corporations are solely within the jurisdiction and the area of responsibility of the relevant municipal government. No provision is made in this contract to provide services in any municipality. However, nothing in this contract is intended to prevent the CITY's Fire Department from providing other services in addition to the services contracted for herein, nor from providing services within municipalities, but in doing so, the CITY's Fire Department does not act as an agent of the COUNTY, and the COUNTY assumes no responsibility for such services.
- (C) Further, in providing such services and as a collateral incident of this contract, it is agreed that the CITY's Fire Department may utilize any COUNTY equipment provided to the CITY's Fire Department under this contract. However, it is expressly agreed and understood that the **CITY'S FIRE DEPARTMENT SHALL HOLD THE COUNTY HARMLESS FOR ANY INJURY OR DAMAGE SUFFERED BY ANY PERSON OR PROPERTY RESULTING FROM SUCH ACTION AND INCLUDING ANY DAMAGE OR INJURY CAUSED OR CONTRIBUTED TO BY REASON OF THE USE OR OPERATION OF ANY EQUIPMENT OR TANGIBLE PROPERTY OWNED BY THE COUNTY OR PURCHASED BY THE COUNTY FOR THE USE OF THE CITY'S FIRE DEPARTMENT IN PERFORMANCE OF ITS RESPONSIBILITIES UNDER THIS CONTRACT WHEN THAT EQUIPMENT IS USED BY THE CITY'S FIRE DEPARTMENT WITHIN A MUNICIPALITY.** The CITY agrees to reimburse the County for half of the deductible expense for vehicle maintenance on COUNTY vehicles used by the CITY's Fire Department pursuant to this contract.
- (D) The CITY's Fire Department shall use reasonable diligence and effort to provide the fire protection and emergency response services it has contracted to provide by this contract and to provide immediate and direct supervision of the CITY's Fire Department members, volunteers, employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this contract.
- (E) The CITY's Fire Department agrees to cause its members and personnel providing fire protection services in the performance of this contract when performing said services to conduct themselves in a professional manner and to comply with applicable laws. All firefighters must be properly trained and equipped to perform fire protection duties. Radio communications will be conducted according to any rules, procedures, or directives of the Sheriff of Stephens County and/or County Fire Marshal. The City's Fire department further agrees that it will cooperate with the County Fire Marshal to the extent provided for in Texas law.
- (F) The CITY's Fire Department warrants that, in carrying out the terms of this contract, it will not utilize any person under 18 years of age in the performance of the services to be provided under this contract.
- (G) It is agreed that the CITY's Fire Department shall comply with any rules, procedures, or directives of the County Fire Marshal for determining which fires warrant investigations, and shall cooperate with any such investigation made by the appropriate County Official or the designated agent of the County Fire Marshal, State Fire Marshal, County Sheriff, and/or other law enforcement agencies or their designees.

- (H) The books and records maintained for operating the CITY's Fire Department shall be open to inspection by the COUNTY or its designated representatives during regular business hours.
- (I) EACH QUARTER, the CITY's Fire Department shall submit a financial report to the COUNTY.
- (J) The CITY's Fire Department shall file a TXFIRS report with the State Fire Marshal's office within two weeks of the end of the month that an incident occurred. The Stephens County Fire Marshal is authorized to review and update all fire incident reports filed by the Fire department with the State Fire Marshal's office.
- (K) The CITY's Fire Department shall maintain a "current" status throughout the term of this agreement as a First Responder Organization (FRO) per Title 25 Texas Administrative Code 157.14.
- (L) If the CITY'S Fire Department is utilizing COUNTY property, the attached "Stephens County Asset Control Verification Form" must be completed and returned with this agreement. If the form is not completed and returned with the interlocal, said property will become subject to forfeit to the COUNTY.
- (M) The CITY shall maintain statutory workers' compensation coverage for its employees, officers, and volunteers regarding the CITY'S performance under this contract. The CITY recognizes that the COUNTY has no responsibility to furnish this coverage, and the CITY waives any right to pursue the COUNTY for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

CONSIDERATION

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

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

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

NOTICE OF NON-APPROPRIATION

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

DEFAULT

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

TERM AND RENEWAL

The effective date of this agreement shall be **October 1st, 2024** and this contract shall expire at midnight on **September 30th, 2025**.

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

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

TERMINATION

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

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

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

DISPUTE RESOLUTION

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

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

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

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

Successful Resolution. If a resolution is made, it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the

original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

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

GENERAL PROVISIONS

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

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

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

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

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

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

Notices:

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

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

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

City Manager
105.North Rose

Breckenridge, TX 76424

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

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

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

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

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

Amendment: If the Patties desire to modify this agreement during or after the initial term, any modifications may be either incorporated herein by a written amendment or set forth in an entirely new written agreement. Any modifications must be appropriately approved and signed by authorized representatives of the Parties.

STEPHENS COUNTY

CITY OF BRECKENRIDGE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

STEPHENS COUNTY FIRE MARSHALL

BRECKENRIDGE FIRE DEPARTMENT

By: _____

By: _____

Title: _____

Title: _____



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of an Interlocal for Municipal Court Services.

Department: Administration

Staff Contact: Cynthia

Title: City Manager

BACKGROUND INFORMATION:

In the interest of cooperation, the City of Breckenridge has several interlocal agreements with Stephens County. The City and County have been discussing updates to several of them including the Municipal Court Agreement. The City and County held a joint meeting to discuss the details of the agreements and several updates.

The only update to the Municipal Court Agreement is for the City to reimburse the County \$600 per month/\$7200 annually to compensate the Justice of the Peace for their services as Municipal Court Judge.

FINANCIAL IMPACT:

This was agreed upon after the budget and will require a budget amendment. We will bring back the budget amendment at a later date.

STAFF RECOMMENDATION:

Consider approval of updated Municipal Court Services Interlocal Agreement with Stephens County.

AMENDED INTERLOCAL AGREEMENT

This Amended Interlocal Agreement (the “Agreement”) is entered on the ____ day of _____, 2024 by and between the City of Breckenridge, Texas, a Texas home-rule municipality operating under Article XI, Sec. 5 of the Texas Constitution (the “City”) and Stephens County, a political subdivision of the State of Texas (the “County”).

RECITALS

WHEREAS, the City operates a municipal court pursuant to Section 4.26 of its Charter and Section 29.002 of the Texas Government Code, which has jurisdiction over criminal cases arising under City ordinances and Class C misdemeanors occurring with the City limits;

WHEREAS, the County operates a justice court pursuant to Chapter 27 of the Texas Government Code, which has jurisdiction over Class C misdemeanors occurring within the County limits, civil cases in which the amount in controversy is less than \$20,000, cases of forcible entry and detainer, and certain foreclosures and expunction proceedings;

WHEREAS, for financial and efficiency purposes, the City and the County wish to coordinate the operation of the municipal and justice courts pursuant to the terms of this Agreement;

WHEREAS, to accomplish this purpose, the City and the County entered into an Interlocal Agreement dated January 18, 2022 whereby the County agreed that the Justice of the Peace could serve as the Municipal Court Judge and the Municipal Court offices would be housed in, and operated by, the County, provided that the City would reimburse the County’s expenses for such services on a quarterly basis;

WHEREAS, the City and the County wish to continue operating under said Interlocal Agreement, provided that the City begins paying the County a fixed amount for said services, and to coincide the term of the Agreement with the calendar year; and

WHEREAS, the City and the County are authorized to enter into an interlocal agreement pursuant to Chapter 791 of the Texas Government Code to cooperate with each other to perform governmental functions and services.

AGREEMENT

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

1. Municipal Court Judge.
 - (a) The City Commission of the City shall appoint the currently serving Justice of the Peace (the “JP”) of the County to serve as the City’s Municipal Court Judge for a two-year term, effective as of February 1, 2022, January 1, 2024, and a one-year term each January 1st thereafter during the Term of this Agreement. The County agrees that its JP will serve as the City’s Municipal Court Judge.

(b) The JP, serving as the Municipal Court Judge, shall be responsible for performing those duties customary to the office of Municipal Court Judge, including, but not limited to, magistrating defendants who are charged in the municipal court, issuing seizure warrants, and conducting animal hearings under the Texas Health & Safety Code, and conducting public nuisance hearings under Chapter 4 of the Breckenridge Code of Ordinances.

(c) As the Municipal Court Judge, the County’s JP shall be required to complete sixteen (16) hours of training, per year, regarding municipal court powers, functions, and operations. The City shall be responsible for all reasonable costs incurred in completing said training.

(d) Should a different person be elected as the County’s JP, the City Commission will remove the previous JP from office and appoint the new JP as the Municipal Court Judge.

(e) The City agrees to pay the County Six Hundred Dollars (\$600.00) per month, beginning on January 1, 2025, for the County JP’s service as the Municipal Court Judge.

2. Court Offices.

(a) On February 1, 2022, the City’s Municipal Court offices will relocate to the County’s Justice Court offices.

(b) The County shall allow the City to use the phone number and phone system used by the Justice Court and shall be responsible for all costs of the phone service, including, but not limited to, adding additional phone lines as may be necessary for the operation of both Courts. The City shall incur the initial cost, if any, to transfer the Municipal Court’s phone and fax lines to Justice Court office.

(c) The County agrees to provide reasonable space for the City’s Municipal Court Clerk, as well as all of the Municipal Court records, books, and other equipment or supplies used by the Court.

(d) The City’s Municipal Court shall hold hearings and trials in the County’s courtroom, and the County agrees to make reasonable accommodations to allow such proceedings to occur.

(e) The County shall be responsible for performing adequate maintenance of the Court offices and shall be responsible for all costs of utilities. The County shall also be responsible for equipping the Court office with adequate furniture.

(f) The City shall reimburse the County, on a quarterly basis, for half the cost of supplies. The County shall provide a detailed statement on the expenses incurred during the quarter.

3. Court Recordkeeping and Finances.

(a) The records and files of each the Municipal Court and the Justice Court shall remain separate.

(b) Each Court shall maintain its electronic files on separate computers using the respective Court’s current computer system.

(c) The County’s JP shall determine the fines and damages for cases filed in the Justice Court, and the JP, serving as the Municipal Court Judge, shall determine the fines for cases filed in the Municipal Court.

(d) All fines, court costs, and damages collected by each Court shall be maintained in separate accounts and not commingled in any way. All fines and court costs collected by the Municipal Court shall be the property of the City. All fines and court costs collected by the Justice Court shall be the property of the County.

4. Court Clerks.

(a) The County’s JP shall be responsible for supervising and overseeing the work of each Court Clerk. Discipline of the Justice Court Clerk shall be handled pursuant to the County’s policies. Discipline of the Municipal Court Clerk shall be referred to, and handled by, the City’s City Manager.

(b) If a new Municipal Court Clerk is hired by the City, the County’s JP will be entitled to be involved in the hiring process.

(c) The salary and other employee benefits given to the Municipal Court Clerk shall be the sole responsibility of the City. The salary and other employee benefits given to the Justice Court Clerk shall be the sole responsibility of the County.

(d) Each Court Clerk may assist with tasks for the other Court, as directed by the County’s JP. Either Court Clerk may accept and process payment for fines and court costs for either Court’s cases.

(e) The Municipal Court Clerk shall attend Municipal Court Clerk training provided by the Texas Municipal Courts Education Center, annually, the cost of which shall be borne by the City. The Justice Court Clerk shall attend Justice Court Clerk training provided by Stephens County, annually, the cost of which shall be borne by the County.

5. Prosecutors.

(a) The City Attorney, or Deputy City Attorney, shall be responsible for prosecution of cases filed with the Municipal Court. The City shall be solely responsible for the costs of the City Attorney or Deputy City Attorney in prosecuting Municipal Court cases.

(b) The County Attorney, or Deputy County Attorney, shall be responsible for prosecution of cases filed with the Justice Court. The County shall be solely responsible for the salary of the County Attorney or Deputy County Attorney.

6. General.

(a) *Term.* The term of this Agreement shall be two years, beginning on February 1, 2022 and ending on January 31, 2024. This Agreement shall automatically renew for additional two-year terms beginning in January of 2024 unless either party provides notice to the other party that it does not wish to renew at least ninety (90) days before the end of the then-current term.

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

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

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

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

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

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

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

This Amended Interlocal Agreement was duly approved by the City Commission of the City of Breckenridge on the 5th day of November, 2024.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L

This Amended Interlocal Agreement was duly approved by the Commissioners Court of Stephens County on the _____ day of _____ 2024.

Michael Roach, County Judge

ATTEST:

Jackie Ensey, County Clerk



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding awarding construction of temporary housing quarters for the Breckenridge Fire Department.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Staff created an Ad Hoc Committee to brainstorm solutions to address the living quarters for City of Breckenridge Firefighters. Several options were analyzed, and commissioners were presented with three options during the meeting on August 6th. Commissioners approved moving forward with the proposed option below:

Phase 1 – Place temporary living quarters on the parking lot north of the Fire Station (OPC: \$65K)

Phase 2 – Demo existing Fire Station building (OPC: \$150K)

Phase 3 – Construct a modest metal building on the remaining slab (OPC: \$500K-\$750K; will explore grant opportunities).

On October 16, 2024, staff published an advertisement for bids for Phase 1, the construction of temporary living quarters. Bids were received until November 4, 2024, with two received. Staff recommend awarding the bid to Breckenridge Homes, formerly RGN Manufacturing Services.

Cotton Commercial USA, Inc.-\$97,998.00 (12 Month Lease)

Breckenridge Homes - \$67,925.00 (purchase)

FINANCIAL IMPACT:

The proposed funding will come from the fund balance and will require a budget amendment that staff will bring back to the City Commissioners.

STAFF RECOMMENDATION:

Consider awarding a bid for the construction of temporary housing quarters to Breckenridge Homes and authorize the City Manager to execute the documents.



Advertisement for Bids

City of Breckenridge, Texas

Temporary Housing

Bids for the construction of the Project will be received at the Breckenridge City Hall located at 105 N. Rose Avenue, Breckenridge, TX 76424, **until Monday, November 4, 2024, at 10:30 a.m. local time.**

At that time the Bids received will be publicly opened and read.

The Project Scope includes the following:

Construction of temporary housing with a minimum 1100 square feet to be placed on asphalt parking (gravel/base pad not required) to include:

1. Living room/kitchen combination; minimum 400 sq. ft.
2. Single bedroom with room for 9 twin beds; minimum 550 sq.ft. (all beds will be in one room).
3. 2 full bathrooms (with showers) with exterior vented exhaust fan regardless of having a window (window not required).
4. One set washer/dryer connections
5. Including heater and AC
6. Total electric
7. Smoke Alarms:
 - Sufficient smoke alarms shall be installed so that there is at least one smoke alarm on each floor level and each bedroom is protected by a smoke alarm either inside the bedroom or, if outside, within 5 m, measured following corridors and doorways, of the bedroom door.
 - Smoke alarms shall be installed by permanent connections to an electrical circuit and shall have no disconnect switch between the overcurrent device and the smoke alarm.
 - Where more than one smoke alarm is required in a dwelling unit, the smoke alarms shall be wired so that the activation of one alarm will cause all alarms within the dwelling unit to sound.
 - The interior wall finishes must have a flame spread rating not exceeding 150.



- Due to the dangerous flame spread ratings for most interior wood paneling used prior to 1982, old paneling must either be changed or coated with a flame-retardant paint that will achieve a flame spread rating of 150 or less.

8. Single wide/one-piece portable unit with skirting, must have a minimum of 2 exterior doors with simple stair sets for each (one in bedroom and one in living room. Doors should be on the same side of the building in order to face existing parking lot). Decking not required.

9. Delivery and set up/tie down

10. City responsible for water, sewer and electric connections



October 11, 2024

Quote #: GT-58482 v2

Attn: Malcolm Bufkin
Breckenridge, TX Fire Department

Cotton Commercial USA, Inc.
Tax ID: 20-2702810
Sam Gov - VPRKW5GS6K17
Duns – 119792633
GSA Contract # 47QRAA22D004M

From – Clete Norton
Emergency Response Specialist

Location: 120 W Elm St, Breckenridge, TX 76424 US

In response to a request for Temporary Support Services for Breckenridge, TX. Cotton Logistics is pleased to provide the following:

Upon award and issuance of a contract Cotton will deliver the following equipment and services outlined:

- (1) 16' x 76' Mobile Housing Unit with Custom Buildout
 - o (1) 12'-3" x 15' Office/Mud Room with Bathroom
 - o (1) 23'-5" x 10-3" Bedroom
 - o 16' x 1' Living Room
 - o Utility/Laundry Closet with washer & dryer
 - o (2) Full Size Bathrooms
 - o Full Kitchen

Utilities: Power, Water, Wastewater, and Sewage:

Proposal is based on Client providing utility connections and service throughout the duration of performance.

- Pricing is based on client providing all grid power to transformers, city water and sewer supply.

Mobilization and Demobilization of Assets and Equipment:

Cotton PM is to remain on-site throughout the entire Mobilization / Demobilization process to ensure execution of project and manage any issues.

- Mobilization of Assets and Equipment:
 - o Delivery, Block & Level, and Set up of all buildings.
 - All units to be placed in level surface, as matting is not accounted for.
- Demobilization of Assets and Equipment:
 - o Dismantle of Units, along with Return Freight of assets and equipment



Pricing:

The City of Breckenridge				
Fire Department Housing				
Mobilization				
Category Item	Mobilization - One Time Expenses	QTY	Price	Amount
0001	Delivery	1	\$2,132.00	\$2,132.00
0002	Block, Set, and Level Building	1	\$7,692.00	\$7,692.00
Total Mobilization				\$9,824.00

Operations, Facility Lease and Services					
Category Item	Description	QTY	Price Per Unit	Month(s)	Amount/mo.
0003	16' x 76' Housing Unit w/ Custom Buildout	1	\$8,166.50	1	\$8,166.50
Total Monthly Reoccurring					\$8,166.50
Estimated 12-Month Total					\$97,998.00

Demobilization				
Category Item	Demobilization - One Time Expenses	QTY	Price	Amount
0004	Dismantle and Make Ready for Transport	1	\$6,154.00	\$6,154.00
0005	Return Freight	1	\$2,132.00	\$2,132.00
Total Demobilization				\$8,286.00

Demobilization pricing is based on today’s rates, freight to be adjusted at time of end of lease term

Optional Pricing:

Optional Services					
Category Item	Optional Equipment Description	QTY	Price Per Unit	Month(s)	Amount/mo.
0001	Skirting Installation - One Time	1	\$5,000.00	1	\$5,000.00
Total One-Time Optional Costs					\$5,000.00

Term:

- Pricing is a lump sum or unit price based on a 12-Month Minimum
 - o Pricing is based on a 30-Day Validity
- Before all pricing can be completely finalized a site visit and survey will need to be conducted.
 - o Client must provide 30-Day notice of termination of lease term.
- Client has the option to purchase the equipment and upon agreement to do so, the parties will execute a purchase and sale agreement in a form mutually agreed upon by both parties.
- All items are subject to availability at time of notice to proceed.
- MSA clients, the terms contained herein shall supersede any conflicting terms between this proposal and the MSA.

Pricing Assumptions:

- For the purpose of this Proposal the assumption is that the site will be level and ready to accept assets. Price will need to be refined and finalized once contract term, site selection, and project scope is further defined.
- Client to be responsible for any damages occurred to equipment during lease term and invoiced accordingly after assessing damages.
- Client will provide an area that is flat, compacted, and ready to accept assets.
- Unless specifically included all permits are the responsibility of the client if required.
- All written work is the sole property of Cotton Logistics and is confidential and proprietary.
- Pricing above is exclusive of any applicable federal, state, and local taxes; however, all applicable federal, state, and local taxes are the responsibility of the client and will be calculated and invoiced accordingly.



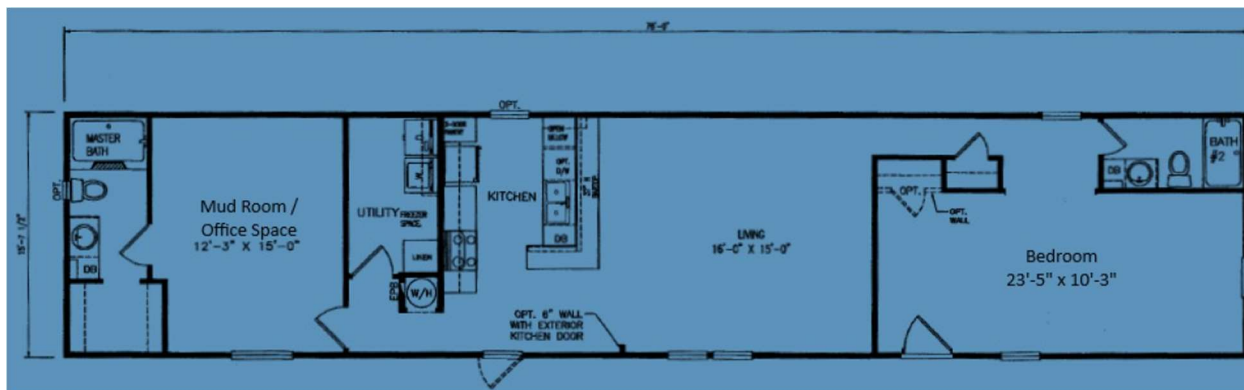
- All prices are quoted in U.S. Dollars. Applicable taxes are not included.
- Invoices will be generated monthly upon delivery; payment terms are per MSA if in place, otherwise NET 14.

Client Provided Items/Exclusions:

- Grid Power
- City Water
- Wastewater
- Utilities Connection
- Satellite and Internet

Proposed Sample Layout:

16' x 76' Mobile Housing Unit: Floor Plan



“Acceptance of this proposal by signature constitutes acceptance of pricing outlined in the proposal and the parties hereby agree acceptance of this proposal does not obligate Cotton to proceed with mobilization until the parties execute a Service Agreement containing the contents hereof.”

Proposal Accepted: _____ Date: _____



RGN - Manufacturing Services, PLLC

Item 15.

Sales Order ID: 0002651

Sales Order ID	0002651	Serial Number	
Retailer	RGN Services, Inc.	Label Number	
Retailer Street	P.O. Box 40256	Retail Customer Name	RGN Services, Inc.
Retailer City/State	Fort Worth, TX	Ship To Street	
Retailer Zip	76140	Ship To City/State	Breckenridge, TX
Wind Zone	Wind Zone 1	Climate Zone	Thermal Zone 1
Sales Person	Kyle Williams	Ship To Zip	76424
Spec Requested By	City of Breckenridge, TX	Transport Company	Apple Mobile Home Express
Date	11-04-2024	Retailer License Number	36234

Model Name	The Ali	Model Year	2025	Model #	HDSW1676222063
Width x Length	16 x 76	Total Area(sf)	1216	Bed / Bath	3 / 2

Terms Agreement	100% Paid in Full	Construction	HUD
Exterior Body	--	Exterior Trim	--

IMPORTANT NOTES

Living room/kitchen combination; minimum 400 sq. ft. Single bedroom with room for 9 twin beds; minimum 550 sq.ft. 2 full bathrooms (with showers) with exterior vented exhaust fan Doors should be on the same side of the building in order to face existing parking lot) Total electric One set washer/dryer connections Delivery and set up/tie down Breckenridge, TX Including heater and AC--After Delivery Strong Skirting Installed--After Delivery

Base Price	\$ 55,960.00
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Selected Option Items

Interior

2'x4' Interior Walls, 8' Foot Sidewalls, 5/8" OSB Tongue and Groove Floors, Aluminum AC / Heating Duct, High Gage Vinyl Flooring , Textured Ceilings, 3/8" Vinyl Covered Sheetrock Base spec.	\$ 0.00
--	---------

1" 1/2 Vinyl Wrapped Flat Luan Trim, R Value Insulation 11/11/22, 6 panel interior doors, 2" Mini Blinds, Privacy door locks in Bathrooms and Master Bed, Brushed Nickle Ceiling Fans LR & MB, Wire shelving in closets. Base spec.	\$ 0.00
--	---------

Kitchen

Bathroom

Living Room

Plumbing And Electrical

Wet Areas

Porcelain Lavatory in Bathrooms, Brushed Nickle Faucets in all Baths, Light Bar Vanity 3 Lite in Bathrooms, Fiberglass Showers and Tubs (HUD ONLY), Elongated Toilets, 24x36" Mirrio MB, 50 CMF Exhaust Fan, GFI In Bathrooms and Kitchen. Base spec.	\$ 0.00
--	---------

42" Kitchen Cabinets, Formica Countertops, Washer/Dryer Hook Ups, 18x24" Mirrors, 40 Gal HWT, Double Bowl SS Sink (Kitchen), 18 cu ft Refrigerator RH (Black), Coil Top Range (Black), Built in Vented Microwave (Black), Dishwasher (Black) Base spec.	\$ 0.00
--	---------

Electrical

Vinyl Low Emission Thermal Pane Windows, House Wrap Under Exterior Siding, Flashing Tape Around Windows and Doors, 5000 LB Brake and Idler Axles, Buyer provides A-coil, line set and outside condenser Base spec.	\$ 0.00
---	---------

3 on 12 Gable Pitch (Slope to Sides) w/ 6" vented eve., 7/16 OSB Roof Decking, 55 Year Smart Panel Siding, Engineered Trusses, 2 x 4 Exterior Walls, Grade 2 Privacy Knob Set, Access for Water Heaters Base spec.	\$ 0.00
---	---------

Interconnected Smoke Detector with Battery Backup, 20 amp Weatherproof Exterior GFI Recep, 15-amp 125V Single Pole Switch, 40 Amp Disconnect Box, 200 Amp Interior Panel Box, Complete with Interior Furnace, Exterior Porch Lights at Entrances, Detachab Base spec.	\$ 0.00
--	---------

Lights

Exterior

Delivery/Set UP	\$ 4,850.00
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Strong Skirt Skirting Installed	\$ 3,500.00
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RGN - Manufacturing Services, PLLC

Item 15.

Sales Order ID: 0002651

A-coil, Line Set and Outside 3.5 ton Condenser Installed and charged	\$ 3,450.00
Base Price	\$55,960.00
Total Selected Options	\$11,800.00
Base + Options	\$67,760.00
Subtotal	+\$67,760.00
Taxes	+\$2,202.20
Hud Fees	\$165.00
Total Invoice	\$70,127.20
Payment in Full	\$70,127.20

Buyer is subject to any price increase five business days after the date of this email correspondence with attached home specifications/pricing.
 Buyer has 5 business days to wire deposit to hold proposed/consecutive offline dates.

Confirmed by: _____ Date of Confirmation ____ / ____ / ____

The person signing above hereby certifies that he/she is a duly authorized agent of the retailer with the authority to confirm this sales order.

Truth in Lending Practice

RGN Manufacturing Services, LLC Certifies that (1) This invoice is in compliance with the Truth in Invoicing Practices Statement as approved by resolution of the Manufactured Housing Institute on. That the manufacture, in preparing and certifying this invoice and any disclosures to be made by the Statement, is providing to the best of its knowledge and belief accurate, complete, and truthful information, and that (3) The manufacture expressly acknowledges that lenders and issuers rely on Invoices and any disclosures required to be made by the Statement to make finance, insurance and purchase decision.



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of an updated Social Media Policy for the City of Breckenridge

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City of Breckenridge currently has a Social Media policy. This update will put us in compliance with state statute (SB 1893) which requires city’s update or create a policy that prohibits the use of certain social media applications and services on devices owned or leased by governmental entities, primarily in reference to Tik Tok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited due to potential security risks.

We have also taken this opportunity to expand the Social Media policy with generally accepted best practices used by local governments across the nation.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Consider approval of updated Social Media Policy.

S.B. No. 1893

1 AN ACT
2 relating to prohibiting the use of certain social media
3 applications and services on devices owned or leased by
4 governmental entities.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

6 SECTION 1. Subtitle A, Title 6, Government Code, is amended
7 by adding Chapter 620 to read as follows:

8 CHAPTER 620. USE OF CERTAIN SOCIAL MEDIA APPLICATIONS AND SERVICES
9 ON GOVERNMENTAL ENTITY DEVICES PROHIBITED

10 Sec. 620.001. DEFINITIONS. In this chapter:

11 (1) "Covered application" means:

12 (A) the social media service TikTok or any
13 successor application or service developed or provided by ByteDance
14 Limited or an entity owned by ByteDance Limited; or

15 (B) a social media application or service
16 specified by proclamation of the governor under Section 620.005.

17 (2) "Governmental entity" means:

18 (A) a department, commission, board, office, or
19 other agency that is in the executive or legislative branch of state
20 government and that was created by the constitution or a statute,
21 including an institution of higher education as defined by Section
22 61.003, Education Code;

23 (B) the supreme court, the court of criminal
24 appeals, a court of appeals, a district court, or the Texas Judicial

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1 Council or another agency in the judicial branch of state
2 government; or

3 (C) a political subdivision of this state,
4 including a municipality, county, or special purpose district.

5 Sec. 620.002. DEFINING SECURITY RISK TO THIS STATE. For
6 purposes of this chapter, a social media application or service
7 poses a risk to this state if:

8 (1) the provider of the application or service may be
9 required by a foreign government, or an entity associated with a
10 foreign government, to provide confidential or private personal
11 information collected by the provider through the application or
12 service to the foreign government or associated entity without
13 substantial due process rights or similar legal protections; or

14 (2) the application or service poses a similar risk to
15 the security of this state's sensitive information, critical
16 infrastructure, or both, as an application or service described by
17 Section 620.001(1)(A).

18 Sec. 620.003. PROHIBITION; MODEL POLICY. (a) Subject to
19 Section 620.004, a governmental entity shall adopt a policy
20 prohibiting the installation or use of a covered application on any
21 device owned or leased by the governmental entity and requiring the
22 removal of covered applications from those devices.

23 (b) The Department of Information Resources and the
24 Department of Public Safety shall jointly develop a model policy
25 for governmental entities to use in developing the policy required
26 by Subsection (a).

27 Sec. 620.004. EXCEPTIONS; MITIGATING MEASURES. (a) A

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1 policy adopted under Section 620.003 may provide for the
2 installation and use of a covered application to the extent
3 necessary for:

- 4 (1) providing law enforcement; or
- 5 (2) developing or implementing information security
6 measures.

7 (b) A policy allowing the installation and use of a covered
8 application under Subsection (a) must require:

- 9 (1) the use of measures to mitigate risks posed to this
10 state during the use of the covered application; and
- 11 (2) the documentation of those measures.

12 Sec. 620.005. APPLICATIONS IDENTIFIED BY GOVERNOR'S
13 PROCLAMATION. The governor by proclamation may identify social
14 media applications or services that pose a risk to this state as
15 described by Section 620.002.

16 Sec. 620.006. APPLICATION IDENTIFIED BY DEPARTMENT OF
17 INFORMATION RESOURCES AND DEPARTMENT OF PUBLIC SAFETY. (a) The
18 Department of Information Resources and the Department of Public
19 Safety shall jointly identify social media applications or services
20 that pose a risk to this state as described by Section 620.002.

21 (b) The Department of Information Resources shall:

- 22 (1) annually submit a list of applications and
23 services identified under Subsection (a) to the governor;
- 24 (2) publish the list on the department's publicly
25 accessible Internet website; and
- 26 (3) periodically update the list on that website.

27 SECTION 2. Not later than the 60th day after the date the

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1 Department of Information Resources and the Department of Public
2 Safety make available the model policy required by Section
3 620.003(b), Government Code, as added by this Act, each
4 governmental entity shall adopt the policy required by Section
5 620.003(a), Government Code, as added by this Act.

6 SECTION 3. This Act takes effect immediately if it receives
7 a vote of two-thirds of all the members elected to each house, as
8 provided by Section 39, Article III, Texas Constitution. If this
9 Act does not receive the vote necessary for immediate effect, this
10 Act takes effect September 1, 2023.

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President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1893 passed the Senate on April 18, 2023, by the following vote: Yeas 31, Nays 0; May 16, 2023, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 17, 2023, House granted request of the Senate; May 27, 2023, Senate adopted Conference Committee Report by the following vote: Yeas 30, Nays 1.

Secretary of the Senate

I hereby certify that S.B. No. 1893 passed the House, with amendments, on May 9, 2023, by the following vote: Yeas 144, Nays 0, two present not voting; May 17, 2023, House granted request of the Senate for appointment of Conference Committee; May 28, 2023, House adopted Conference Committee Report by the following vote: Yeas 139, Nays 2, two present not voting.

Chief Clerk of the House

Approved:

Date

Governor

BOLDY LEADING
Breckenridge



SOCIAL MEDIA POLICY

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STATEMENT OF PURPOSE

The City of Breckenridge seeks to provide municipal services to support the highest quality of life for its residents. Social media platforms will be used by City staff members to:

- A. Provide information to residents
- B. Communicate with residents during emergency situations
- C. Acquire feedback from residents
- D. Publicize new services and events to residents
- E. Direct residents to the City’s official website

Since social media networking is a major informational platform, it is necessary to provide guidelines that will help the City effectively manage its risks in a social media environment as well as maintain an effective online communication presence. The policies below pertain to City of Breckenridge social media content. The City reserves the right to change, modify, or amend all or part of this policy at any time. This Social Media Policy applies to all City of Breckenridge employees. Any violation of the policy is subject to disciplinary action in accordance with the City’s Employee Policy Manual.

EMPLOYEE USE & CONDUCT

This social media policy applies to any City employee who participates in social media whether on behalf of the City of Breckenridge or for personal use. Anyone who creates or contributes to blogs, social media accounts, websites, or any other kind of social media inside or outside the City’s domain is expected to understand and follow these policies. These guidelines are subject to change as new social networking sites emerge.

EMPLOYEE USE AND CONDUCT-ON BEHALF OF THE CITY

- A. Subject to approval by City Manager, Department Heads have the option of allowing, or disallowing, employees to participate in existing social media accounts as part of their job duties.
- B. All City of Breckenridge information considered non-public in nature must be protected. Do not divulge or discuss proprietary information, personal details about other people, or other confidential material.
- C. Do not cite vendors, suppliers, clients, citizens, co-workers or other stakeholders without their approval.
- D. Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the City’s workplace.
- E. Use of your City e-mail address and communication in your official capacity constitutes representing the City. Employees representing the City on City social media accounts shall conduct themselves as a professional representative of the City and act in accordance with all City policies.
- F. Follow all copyright laws, open records laws, retention laws, fair use and financial disclosure laws and any other laws that might apply.

- G. If a crime, injury, or other mishap takes place at a City facility or on City property, employees should not comment or post pictures regarding the alleged crimes or incidents on social media channels without permission from the City Manager and Breckenridge Police Chief.
- H. All City of Breckenridge social networking activities are subject to State of Texas open records laws.

EMPLOYEE USE & CONDUCT-PERSONAL USE

While the City encourages its employees to enjoy and make good use of their off-duty time, certain activities on the part of employees may become a problem if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile work environment for any employee; disrupting the smooth and orderly flow of work within the City; or harming the goodwill and reputation of the City in the community at large. In the area of social media (print, broadcast, digital, and online), employees may use such media in any way they choose during non-working hours as long as such use does not produce the adverse consequences noted above. For this reason, the City reminds its employees that the following guidelines apply in their off-duty use of social media:

- A. Employees are strictly prohibited from publishing any personal information about themselves, another employe of the city, or a customer in any public medium (print, broadcast, digital, or online) that:
 - a. Has the potential or effect of involving the employee, his/her co-worker, or the City in any kind of dispute or conflict with other employees or third parties.
 - b. Interferes with the work of the employee.
 - c. Creates a harassing, demeaning or hostile working environment for any employees.
 - d. Disrupts the smooth and orderly flow of work within the office, or the delivery of services to the city's customers.
 - e. Harms the goodwill and reputation of the City among its customers or the community at large.
 - f. Tends to place in doubt the reliability, trustworthiness, or sound judgement of the person who is the subject of the information.
 - g. Reveals proprietary or confidential Information.
- B. If you publish content to any website outside of the City of Breckenridge's official online presence, and it has something to do with subjects associated with the City, provide a disclaimer such as: "The postings are my own and do not necessarily represent the opinion of the City of Breckenridge."
- C. Never use or reference your formal position when writing in a non-official capacity. Do not use your City email to establish a private social media presence.

- D. City employees, especially those in leadership positions, must consider whether the personal thoughts they publish, even in clearly personal venues, may be misunderstood as expressing the position of the City of Breckenridge. This includes social and political stances. The City, and its ambassadors, must exhibit a sense of neutrality.
- E. Be aware of your City of Breckenridge association in online social networks. If you identify yourself as a City employee or have a prominent position in which the public knows your association with the City, ensure your profile and related content is consistent with how you wish to present yourself as a professional.
- F. When writing in your official capacity, do not write anything that could appear to be legal advice. Legal issues should be handled through the City’s regular procedures to avoid conflicts and uphold ethics.
- G. Do not discuss the City’s customers, or finances without the City’s express written consent to do so.
- H. Do not use any City Logos or trademarks without prior written consent of the City.
- I. Do not make any unauthorized references to any kind of former employees of the City on social media sites.

Any employee who violates this policy will be subject to disciplinary action, up to and including termination of employment. The absence of explicit reference to a particular site does not limit the extent of the application of this policy. If no policy or guideline exists, the City’s employees should use their professional judgment and follow the most prudent course of action. If an employee is uncertain, consult with their supervisor or the City Manager before proceeding.

OFFICIAL ACCOUNT SET-UP & SOCIAL MEDIA MANAGEMENT GUIDELINES

OVERSIGHT

The City Manager and/or designee(s) shall have administrator privileges for every city social media site and will be responsible for oversight of the City of Breckenridge’s social media accounts to include:

- A. Authorizing new social media accounts created to promote official business.
- B. Monitoring accounts officially representing the city and ensuring content is in line with City goals and objectives.
- C. Providing social media and marketing guidance to ensure consistent and accurate messaging and branding.
- D. Coordinating training for City employees upon request, including department directors, management staff and departmental liaisons.
- E. Maintaining a list of social media domains, account logins and passwords, and ensuring account managers regularly change passwords for security reasons.

ACCOUNT MANAGEMENT

Departments establishing a social media account need to designate an account manager who is responsible for operating and maintaining the account, as well as developing monthly reports on the account’s performance if requested. Account managers should be knowledgeable about their departments, the City of Breckenridge in general, and have good communication skills. Account managers must meet the following requirements:

- A. Be able to post important information (which is applicable to the public), monitor account postings, and enforce the provisions of this policy regarding appropriate content and, when necessary, respond to inquiries.
- B. Account managers shall ensure that the established social networking account clearly indicates that any articles and content, posted or submitted for posting, are subject to public disclosure.
- C. It is prohibited for account managers to use a City of Breckenridge related social media account for self-promotion and/or personal advertising.
- D. Account managers shall report to a supervisor, City Manager, or designee when an issue about a citizen’s comment or question is outside the account manager’s realm of knowledge. When appropriate, the account manager shall communicate with the City Manager or designee about responses for possible City Manager and/or City Commission notification.
- E. If an employee responsible for maintaining content of a social media account leaves the City of Breckenridge, his/her access to the account will be revoked and passwords for the account changed immediately.

All content, including external hyperlinks, is subject to review, editing, and/or removal by the City of Breckenridge to ensure consistency with City policies and procedures, correct style and grammar, and accuracy. The account manager is primarily responsible for performing the review and editing described herein, but any employee who observes content that is inconsistent with City policies and procedures, or that is erroneous, inaccurate, offensive or otherwise objectionable shall immediately notify the account manager, City Manager or designee.

ACCOUNT IMPLEMENTATION

- A. City social media accounts shall utilize authorized City department contact information, including phone numbers and employee email addresses, for account set-up, monitoring and access. Using personal email accounts or phone numbers to set up or post to City social media sites is not allowed.
- B. For Facebook: Establish a page for the department not a “Friend” or “Group Page”. This will allow the moderator to better control the message in an area designated specifically for organizations.

- C. Upon approval, City social media accounts shall bear the name and/or official logo of the City or department. The City Admin staff (City Manager, City Secretary, Assistant to the City Manager) can assist in creating a graphic that will fulfill this requirement.
- D. In the “About Us” or other appropriate section, include the words “Official City of Breckenridge [Department Name] Facebook, X, Instagram, Nextdoor, LinkedIn, or etc. Page.”
- E. City social media accounts shall include the disclaimer provided in the “Security and Legal issues” section of this policy, clearly stating that such accounts are maintained by the City and that the accounts comply with the City’s Social Media Policy.
- F. The City’s Social Media Policy shall be displayed to users or made available by hyperlink.
- G. A link to www.breckenridgetx.gov shall be easily accessible on the department’s social media account(s).
- H. For each social media account the department creates, password information shall be submitted to the City Manager and/or designee and stored in a safe place only accessible by those designated.
- I. City social media accounts shall adhere to applicable federal, state and local laws, regulations and policies

Texas State Law and relevant City records retention schedules apply to social media formats and social media content.

USE OF CERTAIN SOCIAL MEDIA APPLICATIONS AND SERVICES ON CITY DEVICES PROHIBITED.

Pursuant to Senate Bill 1893, The City of Breckenridge prohibits the installation or use of a covered application on any device owned or leased by the City and requires the removal of such application from those devices.

“Covered application” means:

- A. The social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or any entity owned by ByteDance Limited.
- B. A social medial media application or service specified by proclamation of the governor under Section 620.005 Texas Government Code.

The City of Breckenridge will identify, track, and manage all City owned or leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

- A. Prohibit the installation of a covered application.
- B. Prohibit the use of a covered application.

- C. Remove a covered application from a city-owned or leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.)
- D. Remove an application from a city owned or leased device if the Governor issues a proclamation identifying it as a covered application.

Covered Application Exceptions

The City of Breckenridge may permit exceptions authorizing the installation and use of a covered application on city-owned or leased devices consistent with the authority provided by Government Code Chapter 620.

Government Code Section 620.004 allows The City of Breckenridge to install and use a covered application on an applicable device to the extent necessary for:

- A. Providing Law enforcement
- B. Developing or implementing information security measures

If the City of Breckenridge authorizes an exception allowing for the installation and use of a covered application. The City of Breckenridge must use measures to mitigate the risks posed to the state during the application. The City of Breckenridge must document whichever measures it took to mitigate the risks posed to the state.

GUIDELINES FOR POSTING AND REPLYING TO COMMENTS AS AN ACCOUNT MANAGER

The City Manager and/or Designee reserves the right to delete any comments or posts made to the City of Breckenridge’s official social media accounts.

- A. Posting Comments
 - a. Account managers are accountable for the content of their department posts, and will ensure the posted information is accurate.
 - b. To ensure clarity, account managers should reread their posts and comments prior to submitting posts to check for grammar and spelling errors.
 - c. Account managers shall not include information revealing any individual’s personal information such as addresses, phone numbers, social security numbers, or other sensitive information within their comments.
 - d. Account managers shall represent themselves as City of Breckenridge employees in all City social media communications.
 - e. The City of Breckenridge shall not utilize social media platforms for postings of outside entities or interests not aligned with the City of Breckenridge’s goals and objectives.
 - f. City social media posts shall link back to the City’s official website for forms, documents, online services and other information necessary to conduct business with the City.

- g. All comments must be within the scope of the subject matter of the City’s post, tweet, etc. New postings shall be relevant, current and appropriate.

B. Responding to Comments

- a. Account managers’ responses to comments shall be limited to providing factual information or reciting established official policy. Account managers shall not express opinions, nor argue with commentators or comment relating to City policies and practices.
- b. Responses shall be civil. They shall not contain malicious, offensive, threatening, profane, or insulting language. Above all else, respect others. No references to the race, sex, physical characteristics or personality of other participants or individuals, or attacks on individual character will be permitted.
- c. The account managers and administrators must be committed to listening to our social media audience and to reviewing and responding to social media inquiries, comments and messages in a timely manner, preferably within 24 hours.

CONTENT

Allowed and Suggested Content

Guidelines for information approved to be posted on City of Breckenridge social media accounts are as follows:

- A. The City will post accurate stories about positive, non-political City events for citizens to participate in or attend.
- B. The City has full permission or rights to any content posted by the City, including photographs and videos.
- C. Postings must contain information that is freely available to the public and not be confidential as defined by any City policy, state or federal law.
- D. The content of City social media accounts shall primarily pertain to City-sponsored or City-endorsed programs, services and events. Content includes, but is not limited to, information, photographs, videos, and hyperlinks.

Prohibited and Discouraged Content

Postings to City social media accounts shall NOT contain any of the following:

- A. Postings may NOT contain any personal information, except for the names of employees whose job duties include being available for contact by the public.
- B. Comments not related to the particular posting being commented upon.

- C. Comments in support of, or opposition to, political campaigns, candidates or ballot measures.
- D. Profane language or content.
- E. Content that promotes, fosters, or perpetuates discrimination on basis of race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability or sexual orientation, as well as any other category protected by federal, state or local laws.
- F. Sexual content or links to sexual content.
- G. Solicitations of commerce.
- H. Conduct or encouragement of illegal activity.
- I. Information that might compromise the safety or security of the public or public systems.
- J. Content that violates a legal ownership interest of any other party.

PUBLIC USE POLICY

The City of Breckenridge social media accounts provide an opportunity for the public to share and discuss information about the City's programs and activities. Posted public comments reflect only the opinions of the authors and not the City of Breckenridge or its employees. Comments are reviewed and screened in accordance with the City's social media policy. Any comments found in non-compliance will be removed.

Content Restriction and removal

The City reserves the right to restrict or remove any content, without notice, if found in violation of this procedure or applicable law, including but not limited to the following:

- A. Inappropriate or denigrating language or libelous content. Content that promotes, fosters, or perpetuates discrimination on basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation, or any other legally protected status.
- B. Sexual content or links to sexual content.
- C. Threats of violence.
- D. Solicitation for political, charitable or private business purposes.
- E. Solicitations of commerce.
- F. Conduct or encouragement of illegal activity.
- G. Information that may tend to compromise the safety or security of the public or public systems.
- H. Content that violates proprietary information of any other party.
- I. Private, privileged or confidential information.

- J. Any other content prejudicial to the good of business.

Best Practices and Records Retention

- A. Comments should be directly related to the posted topic.
- B. Social media accounts established by the City of Breckenridge shall not be used for political, solicitation, self-promotion or personal advertising purposes.
- C. In the case of identical posts, the first submission will be used.
- D. For the protection of privacy, comments that include personal information such as phone numbers, addresses, or other personal identifying information are prohibited.
- E. Due to their often time-sensitive nature, questions from the news media should be directed to the City Manager and/or designee, and not posted on a social media account.
- F. Any content posted to a City social media account will be managed, stored and retrieved to comply with the City of Breckenridge's records retention schedules, and is subject to Freedom of Information Act and e-discovery laws and policies.
- G. Public user comments that are deleted for being in violation of this policy shall be retained by moderators for the required retention period in a format that:
 - a. Preserves the integrity of the original record.
 - b. Is easily accessible using the approved City platforms and tools.
 - c. Provides a description of the reason the specific content was deemed not suitable for posting.
- H. All requests for information pursuant to the Texas Public Information Act shall be submitted in accordance with the methods designated by the City on its website www.breckenridgetx.gov
- I. Users found to be in continuous violation of the rules above may be barred from accessing the City's social media accounts after review from the City Manager.
- J. You are subject to the Terms of Service (TOS) of the host site. Information (photos, videos, etc.) you share with or post to official City of Breckenridge accounts is also subject to the TOS of the host site and may be used by the owners of the host site for their own purposes. For more information, consult the host website's TOS.

Public-Created Content

Users are welcome to post content, including photographs and videos, to an official City of Breckenridge account where the agency allows users to post content, the content meets the standards articulated in this Public Use Policy and pertains to the subject of the social media account. Users may only post their own, original content. Reproduced or borrowed content that reasonably appears to violate third party rights will be deleted.

This social media Public Use Policy is subject to amendment or modification at any time to ensure its use remains current and consistent with its intended purpose to provide a public forum.

SECURITY & LEGAL ISSUES

Privacy Policy

Any individual accessing, browsing or using a City of Breckenridge social media account accepts, without limitation or qualification, the City’s Social Media Policies. The City of Breckenridge maintains the right to modify these Policies without notice. The continued use of a City of Breckenridge social media account following the posting of any modification signifies acceptance of such modification.

All users of City of Breckenridge’s social media accounts are subject to the platform’s Privacy Policy. The City of Breckenridge has no control over a third-party site’s privacy policy or its modifications to it. The City of Breckenridge also has no control over content, commercial advertisements or other postings produced by the social media platform that might appear on the City of Breckenridge’s social media accounts as part of the platform’s environment.

The City of Breckenridge operates and maintains its social media accounts as a public service to provide information about City programs, services, projects, issues, events and activities. The City of Breckenridge assumes no liability for any inaccuracies these social media accounts may contain and does not guarantee that the social media accounts will be uninterrupted, permanent or error-free.

Only public information will be posted by the City of Breckenridge on the City’s social media accounts. If communication that takes place on the City’s social media accounts involves or requires private information, communication will be redirected through other appropriate channels. Postings from the public on the City’s social media accounts become public records and may be posted on the City’s websites. This information may be subject to public information requests. For more information about public information requests, please refer to the Texas.gov Public Information Requests policy.

The City of Breckenridge is not responsible for content posted by others to the City’s social media accounts. Users that enter personal information on the City’s social media accounts do so at their own risk; the City is not responsible for the public display of such private information. The City of Breckenridge may remove postings to its social media accounts that contain personally identifiable information, but the City is not responsible for any damages caused by delays in such removal.

Terms of Service

The City of Breckenridge social media accounts are third party sites and have terms of service and policies that are not governed by the City of Breckenridge or the State of Texas. These third-party sites are not City of Breckenridge websites and the third-party’s website terms of service and policies apply.

Copyright Policy

All information and materials generated by the City of Breckenridge and provided on City of Breckenridge social media accounts are the property of the City of Breckenridge. The City retains copyright on all text, graphic images and other content produced by the City of Breckenridge. You may print copies of information and material for your own non-commercial use, provided you retain the copyright symbol or other such proprietary notice intact on any copyrighted materials. Please include a credit line reading: “credit: City of Breckenridge Facebook (or X or Instagram) Account” or “Courtesy of City of Breckenridge.”

Commercial use of text, City logos, photos and other graphics is prohibited without the written permission of the City of Breckenridge. Use of the City logo is prohibited for any non-governmental purpose. Any person reproducing or redistributing a third-party copyright must adhere to the terms and conditions of the third-party copyright holder. If you are a copyright holder and you feel that the City of Breckenridge did not use an appropriate credit line please notify the City Manager or designee with detailed information about the circumstances, so that the copyright information can be added or the material in question can be removed.

DISCLAIMER

When possible, official City of Breckenridge social media accounts must include a Disclaimer that contains the following information:

“The City of Breckenridge maintains this social media account to provide information and promote City of Breckenridge programs, services, policies and objectives. It is the City’s goal to keep the most current and accurate information available to the public on this account, however, varying events can occur that could affect the timeliness of the information and the accuracy of the content.

Comments posted on this account by the public will be monitored and any postings or comments that do not adhere to the City of Breckenridge Social Media Policy will be deleted without notice. Public comments posted on this site are not the official opinion or represent the official position of the City. To contact the City of Breckenridge, please refer to www.breckenridgetx.gov.

This account may contain links to other websites and resources as a convenience to the viewer. Links to third party sites/pages are not under the control of, nor maintained by, the City Breckenridge and the City is not responsible for the content of these sites. In addition,

the inclusion of a linked site/page does not constitute an endorsement or promotion by the City of Breckenridge.

Find the complete City of Breckenridge Social Media Policy [HERE](#).



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of updates to Section 9.04 Workers Compensation of the Personnel Policy.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

As the staff continues to review policies and procedures, we are recommending updates to our Workers Compensation Policy and adding a Line of Duty Injury policy to be in compliance with state statutes and generally accepted standard procedures. The most notable change is that current policy commits the city to pay 100 percent of the employee’s current pay vs. 70 percent. While some cities do pay 100 percent, most cities reduce their exposure and pay 70 percent. Additionally, most limit injury leave to 12 weeks vs. our current policy that provides up to 24 weeks. With limited resources, financial and human capital, this can present a hardship to the city’s daily operations, so staff are proposing changing from 24 weeks to 12 weeks.

Please note this policy is not retroactive and will be effective going forward from the date of approval, if approved.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Staff recommends approval of updates to Section 9.04 Workers Compensation of the Personnel Policy as presented.

RESOLUTION NO. 2024-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS AMENDING SECTION 9.04 “WORKERS’ COMPENSATION” OF THE PERSONNEL AND ADMINISTRATIVE REGULATIONS MANUAL TO PROVIDE FOR UPDATED REGULATIONS; AMENDING CHAPTER 9 “EMPLOYEE BENEFITS” TO ADD SECTION 9.11 “LINE OF DUTY INJURY POLICY”; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Breckenridge (the “City Commission”) has adopted a Personnel and Administrative Regulations Manual (“PARM”) to govern rules and benefits of employment with the City of Breckenridge;

WHEREAS, the City Commission wishes to amend Section 9.04 of the PARM to update the workers’ compensation policy; and

WHEREAS, pursuant to House Bill 471 of the Texas Legislature, effective June 12, 2023, the City Commission wishes to adopt a line of duty injury policy for the City’s first responders.

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

SECTION 1. Amendment of Section 9.04. Chapter 9 “Employee Benefits”, Section 9.04 “Workers’ Compensation” of the City’s Personnel and Administrative Regulations Manual is hereby amended as shown in the attached **Exhibit “A”**.

SECTION 2. Addition of Section 9.11. Chapter 9 “Employee Benefits” of the City’s Personnel and Administrative Regulations Manual is hereby amended to add Section 9.11 “Line of Duty Injury Policy” as shown in the attached **Exhibit “B”**.

SECTION 3. this Resolution shall take effect immediately upon its adoption by the City Commission.

PASSED, ADOPTED, AND APPROVED by the City Commission of the City of Breckenridge this the 5th day of November 2024.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L

EXHIBIT "A"**9.04 Worker's Compensation**

- A. Any City employee becomes eligible for Workers' Compensation when they are injured in the scope of their employment for the City of Breckenridge.
- B. When the attending physician has instructed the employee, in writing, to remain off the job until the physician releases the employee to return to work, Texas state law prescribes that an employee shall receive Workers' Compensation payments during the recovery and recuperation period. An injured employee is entitled to medical aid and hospital services which are required at the time of injury, and at any time, thereafter, as may be necessary to cure and relieve the effects of the injury.
- C. The Human Resources Department is responsible for administering leave under their policy, pursuant to the requirements of state law, and the City's Workers' Compensation program.
- D. For general government employees, during the first twelve (12) weeks of such injury leave, the leave shall run concurrently with Family and Medical Leave, where applicable, the employee shall be allowed to use any accrued leave to make up the difference between workers' compensation and full pay up to twelve (12) weeks of injury leave.
- E. If the employee exhausts their benefits under the Family Medical Leave Act and is unable to perform the essential duties of their assigned position at the end of twelve (12) weeks, reasonable accommodations may be made by the City to temporarily modify the employee's duties to allow the employee to return to the workplace, unless such a modification would create an unreasonable hardship to the City. If reasonable accommodations cannot be made and an employee is unable to perform the essential duties of their assigned position at the end of twelve (12) weeks, they may be terminated. Part-time and seasonal employees who lack sufficient accrued leave may be eligible for an unpaid leave of absence, not to exceed twelve (12) weeks.
- F. While on injury leave, an employee shall continue to earn vacation and sick leave at the regular rate and shall remain eligible for health insurance benefits; however, the employee's portion of any additional premiums, supplemental insurance and dependent coverage must continue to be paid by the employee during such leave.
- G. This policy does not apply to sworn Public Safety Employees (Police, Fire and EMS). See instead, Line of Duty Injury Policy.
- H. An employee who is physically able and who fails to report by the end of the employee's current shift any injury to their supervisor, however minor, and fails to take such first aid treatment as may be necessary, may not be eligible for injury leave. When an employee is injured on the job, the supervisor shall contact the Human Resources Department and request completion of a Workers' Compensation First Report of Injury (TWCC-1) immediately. When an accident causes serious bodily injury or death to an employee, the supervisor shall notify their Department Head, the Human Resources

Department, the Financial Services Department, and the City Manager immediately.

I. No employee may return to work from an injury involving lost time without first obtaining a physician's release. The physician's release must be forwarded to the Human Resources Department.

J. An employee injured in the scope of their employment for the City may be subject to alcohol/substance screenings.

K. An employee who is unable to return to work shall contact the Human Resources Department every Friday until the doctor has released the employee to return to work. It is the employee's responsibility to provide updated reports and communication to the City while receiving treatment for a Worker's Compensation injury.

EXHIBIT "B"**9.11 LINE OF DUTY INJURY POLICY**

A. Line of Duty injuries for Police, Fire, and EMS shall be managed in accordance with Texas Local Government Code Chapter 177A. Police, Fire, and EMS workers who sustain a line-of-duty injury shall be provided with a leave of absence at full pay for a period commensurate with the nature of the line-of-duty illness or injury for up to one year from the date of injury. Full pay will be provided as Temporary Income Benefits received by the employee from the City's Worker's Compensation Insurance provider plus a supplemental wage to equal the employee's regular pay or salary at the employee's regular schedule. Full pay under this section does not include overtime, even if regularly incurred when the employee is actively working. At the end of the leave of absence, the City Commission may extend the leave of absence at full or reduce pay in response to a request by the employee.

B. In the event the employee is temporarily disabled by a line of duty injury or illness and requires additional leave beyond the leave of absence and any extension granted by the City Commission has expired, the person may use accumulated sick leave, vacation time and other accrued benefits before the employee shall be placed on temporary leave. Another firefighter, police officer, or EMS employee, as applicable, may voluntarily do the work of the injured firefighter, police officer, or EMS employee so that the temporarily disabled employee continues to receive wages and benefits while on temporary leave. In order to facilitate recovery, employees on temporary leave are prohibited from working off-duty or ancillary jobs for other employers.

C. If able, a firefighter, police officer or EMS employee may return to light duty while recovering from a temporary disability. If medically necessary, the light duty assignment may continue for at least one year.

D. After recovery from a temporary disability, the employee shall be reinstated at the same rank and with the same seniority the employee held before going on temporary leave.

E. In the event that the employee is determined to be permanently disabled during any part of this process, and will be unable to perform the essential functions of the employee's position with or without an accommodation, the department head, in conjunction with Human Resources and with the approval of the City Manager, will make the necessary arrangements for the employee's retirement under the on-the-job disability clause of any coverage provided by the City, including the Texas Municipal Retirement System (TMRS).



**BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM**

Subject: Discussion and any necessary action regarding acceptance of Commissioner, Place 4, Gary Mercer's resignation

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Commissioner, Place 4, Gary Mercer submitted his resignation due to the fact that he is moving out of the city limits of the City of Breckenridge. See attached.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider acceptance of Commissioner Mercer's resignation.

Attention Breckenridge City Manager, Mayor, Commissioners, and others it may concern,

Please consider this my resignation contingent on the sale of my house, with closing estimated to be on or around the 31st of October, since I will no longer be living in the city of Breckenridge. It has been a pleasure working with all of you with the goal of bettering this city we call home. It was my goal when I started this chapter to at least leave Breckenridge better than when I started, and I believe this council, along with the city manager and city secretary, we have. I am positive that with the leadership I have helped put into place that this will continue long after I am gone. With all this council has put into place; the city is a good place to “B”. Again, thank you all and good luck.

Sincerely,

Commissioner Gary Mercer, Place 4