



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

December 07, 2021 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 Commission Meeting on December 07, 2021 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

American Flag

OPEN FORUM

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

STAFF REPORT

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

City Manager

1. Upcoming events and important dates

December 7 - Breckenridge Fine Arts Center Christmas Workshop

December 8 - Lighted Christmas Parade

December 9 - Pancakes with Santa

December 11 - Shine Concert

December 16 - Employee Holiday Luncheon

December 17 - Stockings for Senior Citizens (last day to bring items)

December 24, 27, 31 City Hall closed for Christmas and New Years Holidays

Mark your calendar - February 5 - Chamber of Commerce Banquet and Awards

2. Administration Update

Public Works Director

3. Creek Maintenance Update
4. Street Maintenance Update

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 November 1, 2021 Regular Commission meeting minutes as recorded.
6. Consider approval of the Fiscal Year 2020-2021 Annual Investment Report.
7. Consider approval of an audit engagement letter with George, Morgan and Sneed, P.C. to perform audit services on the cities Hotel Motel Tax Fund for the year ending December, 31, 2021 for the purpose of determining compliance with the contract between the Chamber and the City of Breckenridge.
8. Consider approval of Resolution 21-35 supporting the allocation method for Opioid settlement proceeds as set forth in the State of Texas Political Subdivision Opioid Abatement Fund Council and Settlement Allocation Term Sheet and authorize Mayor to execute same on behalf of the City.

ACTION ITEMS

9. Consider approval of Resolution 21-36 authorizing a professional service provider selection for Coronavirus Local Fiscal Recovery Fund Programs through the American Rescue Plan Act of 2021 (ARPA) and authorizing the City Manager to execute necessary documents.
10. Consider an amendment to the Breckenridge Chamber of Commerce/ Breckenridge Economic Development Corporation Agreement.
11. Consider approval of Ordinance 21-14 establishing a Municipal Court Technology Fund and providing for the assessment and collection of a Municipal Court Technology Fee.
12. Consider approval of Ordinance 21-15 authorizing the act governing the Texas Municipal Retirement System, Restricted Prior Service Credit to employees who are members of the system.
13. *FIRST READING:* Consider approval of Ordinance 22-01 repealing and replacing Ordinance 21-11 establishing a General Fee Schedule for the City of Breckenridge and establishing an effective date.

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 **1:00 PM** on the **3rd day of December 2021**.

Pamela Wright, Assistant 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.



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

December 7, 2021

PRESENTER:

Diane Latham, Assistant City Secretary

ITEM DESCRIPTION:

Consider approval of the November 1, 2021 Regular Commission meeting minutes as recorded.

BACKGROUND INFORMATION:

The minutes of the City Commission Meeting are recorded by the City Secretary and presented to the Commission for approval.

FISCAL IMPACT:

- Not Applicable
 Proposed Expenditure:
 General Ledger Code:
 Proposed Revenue:
 Budget Amendment Required: No
 Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

A. Minutes

RECOMMENDED MOTION AND/OR ACTION:

Move to approve the minutes of the City Commission of Breckenridge as recorded.

NOVEMBER 1, 2021

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

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

BOB SIMS
VINCE MOORE
ROB DURHAM
GARY MERCER

CITY MANAGER
CITY ATTORNEY
ASSISTANT CITY SECRETARY
PUBLIC WORKS DIRECTOR
FIRE CHIEF
PARKS DIRECTOR

ERIKA MCCOMIS
EILEEN HAYMAN
DIANE LATHAM
HOUSTON SATTERWHITE
CALVIN CHANEY
STACY HARRISON

ABSENT

COMMISSIONER PLACE 1

RUSSELL BLUE

CALL MEETING TO ORDER

Mayor Sims called the regular meeting to order at 5:31 p.m.

OPEN FORUM

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

No speakers

STAFF REPORT

City Manager

1. 2021 4TH Quarter Financials
Mrs. McComis briefly went over the balances for the 4th Quarter Financials.
2. Upcoming City Events
Mrs. McComis briefly went over the upcoming city events. November 11th is a city holiday; November 19th Mingle & Jingle ; December 4th Chamber Banquet; December 7th City Commission Meeting; December 8th Christmas Parade; December 16th Potluck Meal at City Offices.

CONSENT AGENDA

3. Consider approval of the October 5, 2021, Regular Commission meeting minutes as recorded.

4. Consider approval of the City's financials through September 30, 2021, including the quarterly investment reports.
5. Consider approval of a Water Purchase Contract with Tommy Wimberley, DBA High Mesa Water Company for a period of five years and authorize the Mayor to sign all related documents on behalf of the City.
6. Consider approval of Resolution 21-28 designating the official newspaper of the City of Breckenridge.
7. Consider approval of Resolution 21-29 to appoint members to the Breckenridge Economic Development Board for a period of two years.
8. Consider approving Resolution 21-30 to appoint Commissioner Place 2 Rob Durham, to fill a vacated spot to the Stephens County Appraisal District Board of Directors and appoint him for a new two-year term beginning January 1, 2022.
9. Consider approval of Resolution 21-31 to appoint Leslie Howk, Turner Baugh, Bo Asher, and Mark Reyes to the Zoning Board of Adjustment.
10. Consider approval of Resolution 21-33 approving amendments to the City of Breckenridge Personnel Policy and Procedure Manual.

Mayor Pro Tem Moore moved to approve the consent agenda as presented. Commissioner Mercer seconded the motion. **The motion passed 4-0.**

PUBLIC HEARING ITEMS

11. Public hearing and consider approval of Ordinance 21-13 to authorize the closing, vacating, and abandoning the portion of an alley between lots 5-10 and lots 11-16 of block N of the Breckenridge East Addition; providing for conveyance of said abandoned alley property and authorizing the Mayor to execute all related documents.

Presenter: Chief Chaney and City Manager McComis

Mayor Sims opened the public hearing at 5:40 p.m.

City Manager McComis informed the Commission the sewer Line has been moved. She explained this has gone to the Planning and Zoning commission and was recommended for approval with the condition that all utilities be moved prior to Commission and a replat filed with adjoining property in the alleyway. Chief Chaney advised the City has received no opposition from the neighboring property owners. An applicant representative, Greg Penman (YesWay), Regional Director of Acquisitions representing Allsup's, informed the Commission they are ready to get the project started and will be closing on the property that Wednesday. City Manager McComis advised the replat could be filed prior to the certificate of occupancy being issued.

No other comments from those in attendance.

Mayor Sims closed the public hearing at 5:44 p.m.

Commissioner Durham moved to approve Ordinance 21-13 as presented with the condition that an amended plat be filed with the City prior to a certificate of occupancy being issued. Mayor Pro Tem Moore seconded the motion. **The motion passed 4-0.**

ACTION ITEMS

12. Consider approval of a demolition incentive program to provide a roll-off dumpster to qualified property owners.

City Manager McComis stated the program has been successful thus far; therefore, staff recommends it be continued for Fiscal Year 2021-2022. The applicant will need to fill out an application, and approval will be given to those that intend on building a residential or commercial building to replace that which is being torn down. The applicant will then be required to file for a building permit within six months, or they will be required to pay the City back for the roll-off dumpster.

Commissioner Mercer made a motion to approve the demolition incentive program to provide a roll-off dumpster to qualified property owners. Mayor Pro Tem Moore seconded the motion. **The motion passed 4-0.**

13. Consider approval of resolutions authorizing a professional service provider selection for Coronavirus Local Fiscal Recovery Fund Programs through the American Rescue Plan Act of 2021 and authorizing the City Manager to execute necessary documents.

Mayor Pro Tem Moore made a motion to *reject* all bids and rebid the engineering contract for the 2021 American Rescue Plan grant. Commissioner Mercer seconded the motion. **The motion passed 4-0.**

Mayor Pro Tem Moore made a motion to award an administration contract to Public Management, Inc. for the 2021 American Rescue Plan Grant. Commissioner Mercer seconded the motion. **The motion passed 4-0.**

14. Consider authorizing the city manager to purchase park playground equipment in an amount not to exceed \$118,859.22.

Commissioner Durham made a motion to deny purchase of playground equipment through Gametime in an amount not to exceed \$118,859.22. Commissioner Mercer seconded the motion. **The motion passed 4-0.**

15. Consider approval of Resolution 21-32 approving a finance contract with Government Capital Corporation for the purpose of procuring playground equipment and authorizing the City Manager to execute necessary documents on behalf of the City.

This item was not eligible for approval due to the denial of item 14.

16. Consider approval of Ordinance 21-12 amending the Code of Ordinances by amending Article 2 "Administration," establishing Section 1-30 'Claims Against City'.

Mayor Pro Tem Moore made a motion to adopt Ordinance 21-12 amending the Code of Ordinances by amending Article 2 "Administration," establishing Section 1-30-1-34 'Claims Against City'. Commissioner Durham seconded the motion. **The motion passed 4-0.**

17. Consider approval of an administrative policy creating an incentive program for employees who receive a COVID-19 vaccine.

Ms. McComis informed the Commission that at the direction of a commission member, she brought forward a discussion during the October meeting related to incentives that may be given to fully vaccinated employees. The Commission at that time asked staff to put together a policy for the Commission to review at the next meeting. The proposed policy discussed by Commission allows for flex time to be given to employees who seek full vaccination.

Mayor Pro Tem Moore made a motion to approve an administrative policy creating an incentive program for employees who receive a COVID-19 vaccine. Commissioner Mercer seconded the motion. **The motion passed 4-0.**

18. Consider approving the funding of New Benefit Solutions, a telehealth service, for all full-time and regular part-time employees for Fiscal Year 2022.

Commissioner Durham made a motion to approve the funding of New Benefit Solutions for all full-time and regular part-time employees. Mayor Pro Tem Moore seconded the motion. **The motion passed 4-0.**

EXECUTIVE SESSION

At 6:07 p.m., the City Commission adjourned into executive session pursuant to Texas Government Code, Annotated, Chapter 551, Subchapter D to discuss the following:

Consultation with Attorney

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

19. Municipal Court
20. Employee Salaries

Economic Development

§551.087: Economic Development negotiations (to discuss or deliberate commercial or financial information from a business prospect or to deliberate the offer of a financial or other incentives to a business prospect):

21. 810 E. Walker Street

RECONVENE INTO OPEN SESSION

At 6:58 p.m., the City Commission reconvened into open session.

Item Number 20

Commissioner Mercer made a motion for Employee Salaries of Interim City Manager to revert to the regular pay effective January 1, 2022. Commissioner Durham seconded the motion. **The motion passed 4-0.**

Item Number 21

Mayor Pro Tem Moore made a motion to approve the City to reimburse the Breckenridge Economic Development Corporation one-third of the invoiced amount for the sewer line relocation at 810 E. Walker Street. Commissioner Durham seconded the motion. **The motion passed 4-0.**

ADJOURN

There being no further business, Mayor Pro Tem Moore adjourned the regular session at 6:59 p.m.

Bob Sims, Mayor

Diane Latham, Assistant City Secretary



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

November 1, 2021

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

Consider approval of the Fiscal Year 2020-2021 Annual Investment Report.

BACKGROUND INFORMATION:

This report includes the annual Investment Report. Per the Investment Policy, a signed annual report on the investment program and activity must be submitted. All City funds are in liquid investments, and current interest rates are shown. To give an annual comparison point, the report includes ending fiscal year balances along with the annual interest revenue the City received.

Preparation for the FY21 audit is underway and the commission will be given a larger overview of the state of the city finances during our audit presentation tentatively scheduled in February.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

The City Manager reviewed this item.

ATTACHMENTS:

Annual Investment Report

RECOMMENDED MOTION AND/OR ACTION:

Move to approve the Fiscal Year 2020-2021 Annual Investment Report.

**City of Breckenridge
Annual Investment Report
September 30, 2021**



Bank Account	September 30, 2021 Balance	Annual Interest Revenue
General Fund	374,476.79	1,553.99
Arson Fund	508.95	-
Federal Tax & Loan Paying	71.54 4.69	-
Water Fund	1,257,555.54	1,390.71
Wastewater Fund	57,539.93	93.16
Sanitation	62,079.93	195.09
Fire Dept. Special	7,903.56	21.53
Forfeited Property	1,248.06	3.21
Equipment Replacement Fund	80,536.65	297.99
Street Maintenance	553,506.94	1,340.14
Breckenridge Park Fund	8,878.64	22.23
Police Department Special	10,109.38	22.65
Excess Sales Tax Revenue	17,544.91	45.01
Breckenridge Trade Days	42,170.45	101.23
CO 2017 A&B Sinking/Rd	343,167.16	-
Capital Improvement Project	2,967.11	-
General Debt Service Fund	1,078,685.46	3,817.05
Total Cash Balance & Interest Earnings	\$ 3,898,955.69	\$ 8,903.99

Cemetery Trust		
Account	September 30, 2021 Balance	Earnings
Cemetery Trust Cash	41,798.97	-
Investments - Bonds	423,214.29	40,507.89
Investments - Stocks	186,093.99	11,113.19

Interest Rates Comparatives

Date	FNB	Texstar
October-20	0.25%	0.1150%
November-20	0.25%	0.0944%
December-20	0.25%	0.0676%
January-21	0.25%	0.0583%
February-21	0.25%	0.0334%
March-21	0.25%	0.0216%
April-21	0.25%	0.0113%
May-21	0.25%	0.0100%
June-21	0.25%	0.0100%
July-21	0.25%	0.0100%
August-21	0.25%	0.0100%
Sep-21	0.25%	0.0100%

All funds held at First National Bank Breckenridge except the Cemetery Trust.

This report is in compliance with the City's Investment Policy Section V. and the Reporting and Texas Government Code Section 2256.023.

Erika McComis
Erika McComis, City Manager



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Consent Agenda

MEETING DATE:

December 7, 2021

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

Consider approval of an audit engagement letter with George, Morgan and Sneed, P.C. to perform audit services on the cities Hotel Motel Tax Fund for the year ending December, 31, 2021 for the purpose of determining compliance with the contract between the Chamber and the City of Breckenridge.

BACKGROUND INFORMATION:

The city auditor will conduct an audit of the Hotel Motel Tax Fund to ensure compliance by the Chamber and City on fund use and distribution.

FISCAL IMPACT:

- Not Applicable
 Proposed Expenditure: not to exceed \$1,900
 General Ledger Code:
 Proposed Revenue:
 Budget Amendment Required: No
 Financial Review Completed by:

LEGAL REVIEW:

The City Manager reviewed this item.

ATTACHMENTS:

Engagement Letter from George, Morgan and Sneed, P.C.

RECOMMENDED MOTION AND/OR ACTION:

Move to approve an audit engagement letter with George, Morgan and Sneed, P.C. to perform audit services on the cities Hotel Motel Tax Fund for the year ending December, 31, 2021.



November 17, 2021

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

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we will provide the City of Breckenridge.

We will apply certain agreed-upon procedures which the City of Breckenridge and Breckenridge Chamber of Commerce have specified, to selected records and transactions of the Breckenridge Chamber of Commerce – City Hotel Motel Tax Funds for the year ended December 31, 2021 for the purpose of determining compliance with the contract between the Chamber and the City of Breckenridge. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed or to be performed is solely the responsibility of the City of Breckenridge and the Breckenridge Chamber of Commerce and we will required an acknowledgment in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose. Our procedures are as follows:

1. We will determine whether the hotel motel occupancy tax funds were deposited in a bank account separate from all other Chamber revenues.
2. We will compare the year-end cash balance in the general ledger to the bank reconciliation to ensure that the balances match.
3. We will match reported hotel-motel taxes with the City of Breckenridge's payments to the Chamber.
4. Under the contract the Breckenridge Chamber of Commerce will submit quarterly reports to the City of Breckenridge. We will inspect 2 of the reports made to the City of Breckenridge to ensure that the amounts in the report agree with the amounts reported in the general ledger.
5. We will test 25 of the disbursements from the hotel motel tax funds account to determine that the expenditures were for a community advertising and promotion program in accordance with state statutes. According to the contract the funds may not be expended for the following: salaries, social security taxes, workers compensation, auto allowances, hospital and medical insurance, rent, insurance on new contents, new equipment purchases and payments on previous equipment purchases.
6. We will compare the Breckenridge Chamber of Commerce – City Hotel Motel Tax Funds approved budget and actual expenses for the year to determine that there were not expenditures over appropriations.

Because the agreed-upon procedures listed above do not constitute an examination or review, we will not express an opinion or conclusion on any of the items specified above or on the financial statements taken as a whole. In addition, we have no obligation to perform any procedures beyond those shown above.

We plan to perform our procedures at a mutually agreeable time in May 2021 and, unless unforeseeable problems are encountered, the engagement should be completed by June 30, 2021.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Breckenridge Chamber of Commerce. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of the City of Breckenridge and Breckenridge Chamber of Commerce, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting these procedures specified above that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the procedures specified above, we will disclose those matters in our report.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities, and for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about establishing and maintaining internal controls, including monitoring ongoing activities. In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

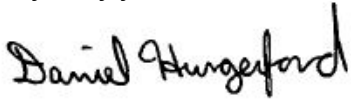
At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for establishing and maintaining internal controls, including monitoring ongoing activities.

Daniel Hungerford is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services will be based on the actual time spent at our standard hourly rates plus travel and other out-of-pocket costs. We estimate our fee will not exceed \$1,900. The fee estimate is based on anticipated cooperation from the Breckenridge Chamber of Commerce personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. In accordance with firm policies, work may be suspended if your account becomes 45 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their agreement with the procedures performed or to be performed and their responsibility for the sufficiency of procedures.

Very truly yours,

A handwritten signature in black ink that reads "Daniel Hungeford". The signature is written in a cursive style with a prominent initial "D".

GEORGE, MORGAN & SNEED, P.C.

RESPONSE:

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

By: _____

Title: _____

Date: _____



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

November 1, 2021

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

Consider approval of Resolution 21-35 supporting the allocation method for Opioid settlement proceeds as set forth in the State of Texas Political Subdivision Opioid Abatement Fund Council and Settlement Allocation Term Sheet and authorize Mayor to execute same on behalf of the City.

BACKGROUND INFORMATION:

Various states and local entities have sued three major distributors of opioids for their contributions to the opioid crisis. The parties have reached a settlement of up to \$26 billion. Texas could receive up to \$1.5 billion for its share. However, that amount is contingent on the number of local governments and counties signing onto the settlement. The Attorney General is encouraging all local entities to sign on so that the State of Texas may receive the most from this settlement. Currently, the City could potentially receive an allocation amount of \$23,976 as listed in Exhibit B of the Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (the "Texas Term Sheet") by adopting such Texas Term Sheet and the two subdivision settlement participation forms (one for J & J and one for other "Distributors") by January 2, 2022.

The settlement proceeds may be used for specific opioid remediation uses such as officer or first responder staff training.

FISCAL IMPACT:

- Not Applicable
 Proposed Expenditure:
 General Ledger Code:
 Proposed Revenue: \$23,976
 Budget Amendment Required: No

Financial Review Completed by:

LEGAL REVIEW:

The City Attorney reviewed this item.

ATTACHMENTS:

Global Opioid Settlement Powerpoint
Resolution Supporting Settlement
Texas Term Sheet

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Resolution 21-35 supporting the allocation method for Opioid settlement proceeds.



KEN PAXTON
ATTORNEY GENERAL *of* TEXAS

Global Opioids Settlement

What it means for Texas

This presentation is for informational purposes and does not constitute legal advice.

Opioids Crisis Update

- In 2020, drug overdose deaths **rose nearly 30%** in the United States to a **record high** of 93,000.
- Opioid overdose deaths hit a **record 69,000** in the United States.
- In Texas, **drug overdose deaths also increased by 31.9%**, driven primarily by opioid overdose deaths.
- The opioid overdose death increase was driven by fentanyl and other synthetic opioids.
- Attorney General Paxton's [website](#) has information to protect Texans from the nation's opioid crisis by educating them about the dangers of misusing prescription opioids.

Sources:

"Provisional Drug Overdose Death Counts." Centers for Disease Control: National Center for Health Statistics (last accessed July 23, 2021),

<https://www.cdc.gov/nchs/nvss/vsrr/drug-overdose-data.htm>

"U.S. Drug-Overdose Deaths Soared Nearly 30% in 2020, Driven by Synthetic Opioids." Betsy McKay, Wall Street Journal (July 14, 2021),

<https://www.wsj.com/articles/u-s-drug-overdose-deaths-soared-nearly-30-in-2020-11626271200>

Opioids Settlements

- On **July 23, 2021**, Attorney General Paxton announced global settlements had been reached with the three major opioid distributors **McKesson, Cardinal Health, and Amerisource Bergen (ABDC)**, and opioid manufacturer **Johnson & Johnson (J&J)**.
 - Both settlements are a combined historic **\$26 billion**.
 - The distributors' settlement is for **\$21 billion**.
 - J&J's settlement is for **\$5 billion**.
 - The settlements include injunctive relief that changes the industry.

Opioids Settlements

- Texas could receive as much as **\$1.17 billion from the distributors** and **\$268 million from J&J** for **almost \$1.5 billion**, most of which is targeted for opioid abatement.
 - The actual amount Texas receives will depend upon the participation of cities, counties, and other political subdivisions in the state.
 - Texas has 30 days to decide to join both settlements.

Opioids Settlements

- Injunctive Relief in the Settlements:
 - J&J is enjoined from manufacturing, selling, and promoting opioids for 10 years.
 - Distributors must establish a centralized clearinghouse jointly overseen by states and distributors.
 - Distributors will be required to take certain measures to detect suspicious orders.

Opioids Settlements

- Mechanics of the Monetary Settlement:
 - Texas's overall allocation is 6.29% of the Global Amount – potentially almost **\$1.5 billion** over 18 years from:
 - Distributors - **\$1.17 billion** over 18 years.
 - J&J - over **\$268 million** over 9 years.
 - Annual payments are split into base and incentive payments as follows:
 - Distributors - 55% base, 45% incentive
 - J&J - 45% base, 55% incentive
 - All incentive payments deal with preventing future litigation by subdivisions and incentivizing subdivision sign on.

Offsets and Suspension of Payments

- If a subdivision who hasn't sued decides to sue later, there is a suspension of payments and a potential offset of those payments.
- Size of the suspension and a potential offset depend on several factors, but the distributors' deal applies a maximum offset in the amount of 67% against the suspension and/or future payments.
- If that lawsuit is resolved, suspended payments resume. If the lawsuit requires payment, the amounts held are used to offset the amount paid.

Goal: Bring the Most Money to Texas

- There are a combination of approaches that Texas could take to maximize funds with the participation of litigating subdivisions and nonlitigating subdivisions.
- This can be obtained by getting releases for past and future claims from all litigating subdivisions and special districts, all general-purpose subdivisions over 10,000 population, and covered special districts.
- Texas has 128 litigating subdivisions:
 - 110 Counties.
 - 5 Cities.
 - 10 Hospital Districts.
 - 3 School Districts.
- Texas has 406 general purpose subdivisions with a population of over 10,000 (309 nonlitigating and 97 litigating).
- Currently, the best option for Texas to maximize incentive funds is through a partnership with political subdivisions, where a large percentage agree to release claims.

How Settlement Dollars Flow into Texas

- By signing on to the Settlement and executing a release, you increase the funds coming into Texas and will be entitled to a portion of the funds that Texas receives.
 - Texas and Participating Subdivisions alike get direct payments under the settlement.
 - Cities and Counties will also get funding for abatement programs from the Opioid Council.
- Question: If my county signs up and executes a release, how do I get dollars to my county?
- Answer: SB 1827 (87R) and the Texas Term Sheet

Texas Term Sheet and SB 1827

- Goal of the Texas Term Sheet: Provide Texans in **all 254 counties** with the opportunity for funding for education, prevention, and treatment of opioid abuse.
- SB 1827 (87R) codifies the Texas Term Sheet and establishes the **Texas Opioid Council (Council)** to ensure that the funds recovered by Texas are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.
- 85% of the funds under the Settlement will be deposited into the Opioids Abatement Trust Fund:
 - 15% to directly to subdivisions.
 - 70% share to abatement programs.

Example Opioid Fund Allocations

These amounts are estimates only based on maximum recoveries

- Assuming (1) your subdivision executes a release and signs on to the Texas Term Sheet, and (2) Texas receives maximum funds from the distributors and J&J, what kind of funding does that mean for my subdivision?

- Example 1 – direct payments to cities and counties:

Subdivision	Distributors	J&J	Total
Brazoria County	\$1,013,429.26	\$232,935.37	\$1,246,364.63
City of Edinburg	\$119,977.07	\$27,576.57	\$147,553.64
City of Houston	\$6,969,111.93	\$1,601,841.11	\$8,570,953.04
League City	\$300,149.11	\$68,988.87	\$369,137.98
City of Longview	\$478,635.88	\$110,013.82	\$588,649.71
City of McKinney	\$447,004.00	\$102,743.27	\$549,747.27
City of Odessa	\$554,967.87	\$127,558.63	\$682,526.50
City of Round Rock	\$472,420.87	\$108,585.31	\$581,006.17
Starr County	\$99,146.53	\$22,788.70	\$121,935.23
City of Waxahachie	\$150,952.91	\$34,696.33	\$185,649.24

Example Opioid Fund Allocations

These amounts are estimates only based on maximum recoveries

- Assuming (1) your subdivision executes a release and signs on to the Texas Term Sheet, and (2) Texas receives maximum funds from the distributors and J&J, what kind of funding does that mean for my subdivision?

- Example 2 – Abatement allocations by Regions for Treatment Programs

Region	Distributors	J&J	Total
Region 3 (Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton)	\$121,270,842.23	\$27,873,941.89	\$149,144,784.13
Region 5 (Cameron, Hidalgo, Starr, Willacy)	\$17,664,324.97	\$4,060,121.61	\$21,724,446.58
Region 9 (Dallas, Kaufman)	\$66,659,834.77	\$15,321,674	\$81,981,509.18
Region 15 (El Paso, Hudspeth)	\$18,039,679.50	\$4,146,396.35	\$22,186,075.85

Opioid Lawsuits Timeline (1 of 3)

- In **September 2017**, Attorney General Paxton and a **bipartisan coalition of 40 other states** served investigative subpoenas and additional requests on eight companies that manufacture or distribute highly addictive opioids to evaluate whether manufacturers and distributors engaged in unlawful practices in the marketing, sale, and distribution of opioids.
- **May 15, 2018**, Texas filed a **lawsuit against Purdue Pharma** for violating state laws against deceptive trade practices and misrepresenting the risk of addiction to patients and doctors.
- On **September 4, 2019**, Attorney General Paxton announced that a **civil Medicaid fraud lawsuit** had been filed against pharmaceutical manufacturer **Johnson & Johnson** for misrepresentations made to the Texas Medicaid program about their dangerous opioid drug, Duragesic.
- Purdue Pharma files for Chapter 11 Bankruptcy in **September 2019**.

Opioid Lawsuits Timeline (2 of 3)

- In **February 2020**, Attorney General Paxton announced a global settlement framework between state attorneys general, local subdivisions, and Mallinckrodt (MKN). MKN is currently the largest generic opioid manufacturer in the United States. In the agreement, MKN agreed to pay **\$1.6 billion in cash** to a trust that will cover the costs of opioid addiction treatment and related efforts, with the potential for increased payment to the trust.
- On **May 13, 2020**, Attorney General Paxton reached a bipartisan agreement with Texas Counties and Cities in preparation for settlement with opioid defendants: **McKesson, Cardinal Health, ABDC, and Johnson & Johnson**. Texas is one of the lead states currently negotiating financial settlements with the nation's largest companies in the opioid supply chain.

Opioid Lawsuits Timeline (3 of 3)

- In **February 2021**, Attorney General Paxton and 46 states entered into a settlement with McKinsey, a consulting firm that assisted Purdue and others with their marketing of prescription opioids, for **\$583 million and injunctive relief**. The funds are earmarked to remediate the harms caused by the opioid epidemic and to recover the costs incurred in investigating and pursuing these claims.
- On **July 23, 2021**, Attorney General Paxton announced the global settlement had been reached with opioid defendants **McKesson, Cardinal Health, ABDC, and Johnson & Johnson**.

Next Steps

- To join the Settlement, Subdivisions need to:
 - Sign on the to settlement and execute releases; and
 - Execute the Texas Term Sheet.
- The deadline to sign on is approximately 120 days after the state sign-on period, estimated January 2, 2022.



KEN PAXTON
ATTORNEY GENERAL *of* TEXAS

For more information, visit
www.texasattorneygeneral.gov/globalopioidsettlement

Questions? Email opioids@oag.texas.gov

RESOLUTION OF THE CITY OF BRECKENRIDGE, TEXAS

RESOLUTION NO. 21-35

BE IT REMEMBERED, at a regular meeting of the City of Breckenridge, Texas, held on the, 7th day of December, 2021, on motion made by Commissioner _____, and seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the City of Breckenridge (the “City”), obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the “Texas Term Sheet”) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as **Exhibit “A”**; and

WHEREAS, the State of Texas has recommended that the City Council of the City (the “City Council”) support the adoption and approval the Texas Term Sheet in its entirety.

NOW, THEREFORE, BE IT RESOLVED that we, the City Council of the City of Breckenridge:

- 1. Support the adoption and approval of the Texas Term Sheet in its entirety; and

2. Finds as follows:

- a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City; and
- b. The City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as **Exhibit "A"**. The City Council understands ~~that~~ the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas.

PASSED AND APPROVED on this the 7th day of December, 2021.

CITY OF BRECKENRIDGE

Bob Sims, Mayor

ATTEST:

Pamela Wright, Assistant City Secretary



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

December 7, 2021

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

Consider approval of Resolution 21-36 authorizing a professional service provider selection for Coronavirus Local Fiscal Recovery Fund Programs through the American Rescue Plan Act of 2021 (ARPA) and authorizing the City Manager to execute necessary documents.

BACKGROUND INFORMATION:

The City recently received funds through the ARPA program and is recommending the commission approve the use of an engineer to assist with planning and execution of projects to be done with the funds.

The scoring committee will present their results during the upcoming commission meeting. Staff will email the engineer RFQ to commission prior to the meeting for review.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure: varies depending on project costs
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

The City Manager reviewed this item.

ATTACHMENTS:

Resolution

RECOMMENDED MOTION AND/OR ACTION:

Move to approve resolution 21-36 authorizing a professional service provider selection of _____ for engineering services for funds related to the American Rescue Plan Act of 2021 (ARPA) and authorize the City Manager to execute necessary documents.

RESOLUTION OF THE CITY OF BRECKENRIDGE, TEXAS

RESOLUTION NO. 21-36

A RESOLUTION OF CITY OF BRECKENRIDGE, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER SELECTION FOR CORONAVIRUS LOCAL FISCAL RECOVERY FUND PROGRAMS THROUGH THE AMERICAN RESCUE PLAN ACT OF 2021.

WHEREAS, participation in federal programs requires implementation by professionals experienced in the engineering of federally-funded projects and creation of design and construction documents;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering and design services has been completed in accordance with the federal procurement requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That _____ is selected to provide application and project-related **engineering and design services** for Coronavirus Local Fiscal Recovery Fund program(s).

Section 2. That a cost-price analysis will be conducted to determine the negotiated fee to be appropriate and reasonable based upon program requirements and rules.

Section 3. That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

PASSED AND APPROVED ON _____, 2021.

Passed and approved this the 7th day of December, 2021.

APPROVED:

Bob Sims, Mayor

ATTEST:

Pamela Wright, Assistant City Secretary



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

December 7, 2021

PRESENTER:

Colton Buckley, BEDC Executive Director

ITEM DESCRIPTION:

Discuss and consider approval of an amendment to the Breckenridge Chamber of Commerce and Breckenridge Economic Development Corporation Agreement.

BACKGROUND INFORMATION:

The BEDC and Chamber are recommending the commission approve a contract modification, which expires September 30, 2022, to authorize the BEDC to contribute an additional \$22,686.66 for the purpose of administrative assistance provided by members of the Chamber staff and for the purpose of Economic Development and promoting the City of Breckenridge and vicinity.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure: \$22,686.66 increase; original contract amount for ten (10) months is \$6,480.00.
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: Yes
- Financial Review Completed by:

LEGAL REVIEW:

Not applicable.

ATTACHMENTS:

Modified Chamber-EDC Contract

RECOMMENDED MOTION AND/OR ACTION:

Move to approve an amendment to the Breckenridge Chamber of Commerce/
Breckenridge Economic Development Corporation Agreement.

BRECKENRIDGE ECONOMIC DEVELOPMENT CORPORATION
BRECKENRIDGE CHAMBER OF COMMERCE
CONTRACT AMENDMENT NO. 1

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

WHEREAS, the City of Breckenridge has enacted a ½ cent sales tax for the purposes provided in the Development Corporation Act of 1979, and

WHEREAS, the City of Breckenridge has created the Breckenridge Economic Development Corporation, in accordance with the provisions of the Development Corporation act of 1979, and

WHEREAS, it is deemed to be in the public interest to expend the receipts from such tax in the furtherance of such purposes as provided in the Development Corporation Act of 1979, and

WHEREAS, the Breckenridge Economic Development Corporation, and the Breckenridge Chamber of Commerce have a mutual interest in establishing Breckenridge as a Major City in this region of the State of Texas, and encouraging the economic growth of Breckenridge by bringing economic development through the creation of new business and industry and the development of the community through the development of community resources leading to economic development, and

WHEREAS, the Breckenridge Chamber of Commerce traditionally has concerned itself with these goals and is the best qualified agency to plan and execute programs designated to accomplish these purposes with the least duplication of resources.

NOW, THEREFORE, the Breckenridge Economic Development Corporation, hereinafter called BEDC, and the Breckenridge Chamber of Commerce, Inc., hereinafter called the Chamber, make and enter into the following agreement and contract:

I. PURPOSE

The Breckenridge Chamber of Commerce, Inc., is a 501 (c) (6) nonprofit Corporation that, in part, fosters manufacturing and industrial expansion and job creation. The BEDC and the Chamber wish to enter into an agreement whereby the BEDC, acting in accordance with the Development Corporation Act of 1979 (as amended), may reimburse certain expenses incurred by the Chamber for the purpose of promoting and marketing the City of Breckenridge and vicinity.

II. DUTIES

The BEDC will provide \$29,166.66 in funds (\$2,916.66 per month) for personnel beginning December 2021 and ending September 30, 2022, for the purpose of administrative assistance provided by members of the Chamber staff and for the purpose of Economic Development and promoting the City of Breckenridge and vicinity.

The Chamber agrees to:

1. Through ongoing efforts of the Chamber, the Chamber will continue to build a general awareness of locational opportunities in the Breckenridge area through advertising and general promotional activities on a local, state and national basis.
2. Generate specific interest in Breckenridge of overall community development, as well as economic growth, and in expansion and success of local existing business and industry.
3. Authorize the involvement of the Chamber staff in Economic Development objectives set forth by the Board of Directors of BEDC.

III DURATION, TERMINATION

This contract may be terminated by the BEDC or the Chamber, in whole, or from time to time, in part, upon good cause and whenever such termination is in the best interest of the BEDC or the Chamber. Termination will be effective sixty (60) days after delivery of Notice of termination specifying to what extent performance work under the contract has been terminated and specifying that the contract shall be terminated sixty (60) days after receipt by the notified party. This contract expires without notification on September 30, 2022.

The following operating procedures are hereby adopted for the program.

1. REPORTING
All accounting procedures, records and reports shall be available for inspection by any member of the Board of Directors of BEDC at any time during normal business hours of the Chamber.
2. TRANSFER OF FUNDS
Transfer of funds approved under this contract shall be made to the Chamber no later than the first day of each month following receipt, in the amount provided for earlier in this contract.
3. EXPENDITURE RESTRICTIONS
The funds received by the Chamber may be spent toward specific programs, projects and expenses, in accordance with the current state statutes acting in accordance with the Development Corporation Act of 1979 (as amended), and in accordance with a budget approved by the BEDC. Any non-budgeted or excess funds remaining after year-end will be held over for future expenditures.
4. RECORDS RETENTION

All books of entry shall be maintained in accordance with the statutes of the State of Texas.

5. BONDS

Chamber Officers and Staff designated by the Chamber to manage funds under this contract shall be bonded in the amount of not less than \$25,000.

The Chamber shall use the funds provided under this contract to further the purposes stated herein. The programs, planning, preparation and execution shall be the sole responsibility of the Chamber as directed by the Board of Directors of the BEDC.

EXECUTED IN DUPLICATE ORIGINALS ON THIS THE _____ DAY OF _____ 2021.

NIC McClymond, PRESIDENT,
BRECKENRIDGE ECONOMIC
DEVELOPMENT CORPORATION

ATTEST:

S E A L

RONNIE ANDERSON, SECRETARY
BRECKENRIDGE ECONOMIC
DEVELOPMENT CORPORATION

CAYCE MALCUIT, PRESIDENT
BRECKENRIDGE CHAMBER OF
COMMERCE, INC.

ATTEST:

S E A L

SHELLEY JACKSON, SECRETARY
BRECKENRIDGE CHAMBER OF
COMMERCE, INC.

APPROVED AND CONFIRMED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE
IN REGULAR SESSION THE _____ DAY OF _____, 2021, WITH THE
FOLLOWING RECORDED VOTE;

AYES:

NAYS:

ABSTAIN:

BOB SIMS, Mayor
City of Breckenridge

ATTEST;

Pamela Wright, Assistant City Secretary

S E A L



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

December 7, 2021

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

Consider approval of Ordinance 21-14 establishing a Municipal Court Technology Fund and providing for the assessment and collection of a Municipal Court Technology Fee.

BACKGROUND INFORMATION:

The city council of a municipality, by ordinance, may create a municipal court technology fund and may require a defendant convicted of a misdemeanor offense in a municipal court or a municipal court of record to pay a technology fee in an amount set out in Texas Code Criminal Procedure Article 102. 0172. The current fee for the Technology Fund is set at \$4.

The court clerk shall collect the costs and pay the funds to the municipal treasurer for deposit in a fund to be known as the municipal court technology fund.

The fund may only be used to finance the purchase of or to maintain technological enhancements for the court including computer systems, computer networks, computer hardware, computer software, imaging systems, electronic kiosks, electronic ticket writers, and docket management systems.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue: Approximately \$1,000 annually
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

The City Manager reviewed this item.

ATTACHMENTS:

Ordinance

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Ordinance 21-14 establishing a Municipal Court Technology Fund and providing for the assessment and collection of a Municipal Court Technology Fee.

**CITY OF BRECKENRIDGE, TEXAS
ORDINANCE 21-14**

AN ORDINANCE OF THE CITY OF BRECKENRIDGE ADOPTING AN ORDINANCE TO ESTABLISH A MUNICIPAL COURT TECHNOLOGY FUND PROVIDING FOR THE ASSESSMENT AND COLLECTION OF A MUNICIPAL COURT TECHNOLOGY FEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the proposed update of the Ordinance as outlined herein have been discussed and considered by the City Commission of the City of Breckenridge, Texas and it has hereby been determined that it is in the best interest to the health, welfare and safety of the citizens of Breckenridge that said fees be updated and amended as herein described; and

WHEREAS, Article 102.017(b) of the Code of Criminal Procedure provides that a defendant convicted for a misdemeanor offense in a municipal court may be required to pay a \$4.00 technology fee as a cost of court.

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

SECTION 1. That the Code of Ordinance is hereby amended by adding:

" MUNICIPAL COURT TECHNOLOGY FUND

Pursuant to Article 102.0172 of the Code of Criminal Procedure, a municipal court technology fund is hereby created.

Assessment and collection of fee; authorized uses;

(a) The municipal court clerk of the town and/or his/her designee shall collect a court technology fee as set forth in the fee schedule in appendix A of this code from each and every defendant convicted of a misdemeanor offense. A fee shall be collected for each and every separate and distinct offense for which a defendant is convicted. Article 102.0172 [of the Code of Criminal Procedure] states that a person is considered convicted if:

- (1) A fine is imposed on the person;
- (2) The person is placed on community supervision, including deferred adjudication community supervision; or
- (3) The court defers final disposition of the person's case.

(b)The fee shall be collected on conviction for an offense committed on or after the

effective date of this ordinance. The municipal court clerk of the town and/or his/her designee shall collect the costs and pay the funds to the municipal treasurer, or to any other official who discharges the duties commonly delegated to the municipal treasurer, for deposit into a fund to be known as the municipal court technology fund.

(c)The municipal court technology fund may be used only to finance the purchase of technological enhancements for a municipal court as authorized in Article 102.0172 (b).

(d)The Fund shall be administered by or under the direction of the city commission.

SECTION 2. That all provisions of the ordinances of the City of Breckenridge in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Breckenridge not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 5. This Ordinance shall take effect on January 1, 2022, and after its passage and the publication of the caption, as the law in such cases provide.

AND IT IS SO ORDAINED.

Passed and approved this the 7th day of December, 2021.

APPROVED

Bob Sims, Mayor

ATTEST:

Pam Wright, Assistant City Secretary



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

December 7, 2021

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

Consider approval of Ordinance 21-15 authorizing the act governing the Texas Municipal Retirement System, Restricted Prior Service Credit to employees who are members of the system.

BACKGROUND INFORMATION:

Establishing Restricted Prior Service Credit helps employees reach vesting and retirement eligibility sooner. Only the service TIME is counted under RPSC. The employee does not receive any monetary credit (no buyback is involved).

To be eligible to get Restricted Prior Service Credit, the city must offer this option through ordinance approval. RSPC may be established if the employee has previous full-time employment with any of these entities:

- A public authority or agency created by the U.S. government
- A U.S. state or territorial government
- Any political subdivision of any state in the U.S.
- Any public agency or authority created by a state or territory of the U.S.
- Any law enforcement entity that employed you as a college campus security employee at a Texas institution of higher education
- Any of the Statewide Proportionate Retirement Systems in which the employee has refunded their account

An example of the benefit of RPSC to our employees is: if they were employed with the city for three years and received credit for two years of time worked in the public school system in another state they would then have five years of service credit which would mean they are vested.

The city currently requires five years of service for an employee to be vested.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

The City Manager reviewed this item.

ATTACHMENTS:

Ordinance

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Ordinance 21-15 authorizing the act governing the Texas Municipal Retirement System, Restricted Prior Service Credit to employees who are members of the system.

**CITY OF BRECKENRIDGE, TEXAS
ORDINANCE 21-15**

AN ORDINANCE OF THE CITY OF BRECKENRIDGE AUTHORIZING THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, RESTRICTED PRIOR SERVICE CREDIT TO EMPLOYEES WHO ARE MEMBERS OF THE SYSTEM FOR SERVICE PREVIOUSLY PERFORMED FOR VARIOUS OTHER PUBLIC ENTITIES FOR WHICH THEY HAVE NOT RECEIVED CREDITED SERVICE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Breckenridge is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Commission finds that it is in the best interest of its employees to elect to allow Restricted Prior Service Credit.

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

SECTION 1. Authorization of Restricted Prior Service Credit.

- a. On the terms and conditions set out in Sections 853.305 of Subtitle G of Title 8, Texas Government Code, as amended (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who is now or who hereafter becomes an employee of this City shall receive restricted prior service credit for service previously performed as an employee of any of the entities described in said Section 853.305 provided that (1) the person does not otherwise have credited service in the System for that service, and (2) the service meets the requirements of said Section 853.305.
- b. The service credit hereby granted may be used only to satisfy length-of-service requirements for retirement eligibility, has no monetary value in computing the annuity payments allowable to the member, and may not be used in other computations, including computation of Updated Service Credits.
- c. A member seeking to establish restricted prior service credit under this ordinance must take the action required under said Section 853.305 while still an employee of this City.

SECTION 2. This Ordinance shall take effect on January 1, 2022, and after its passage and the publication of the caption, as the law in such cases provide.

AND IT IS SO ORDAINED.

Passed and approved this the 7th day of December, 2021.

APPROVED:

Bob Sims, Mayor

ATTEST:

Pam Wright, Assistant City Secretary



Commission Meeting Agenda Item Memorandum

ITEM TYPE

Action Item

MEETING DATE:

December 7, 2021

PRESENTER:

Erika McComis, City Manager

ITEM DESCRIPTION:

FIRST READING: Consider approval of Ordinance 22-01 repealing and replacing Ordinance 21-11 establishing a General Fee Schedule for the City of Breckenridge and establishing an effective date.

BACKGROUND INFORMATION:

Upon review of the current fee schedule by Staff it was determined that the following amendments or additions were recommended:

Establish a fee schedule for the Park System including the park pavilion, trade barn and city pool. The fee schedule will also allow for a waiver of the facility rental fee for nonprofit entities.

Allow the police chief to waive the dog license fee when returning an impounded animal to encourage more participation in the licensing program.

Add a fee for the lockbar installation and fees on waste roll-offs.

Update the fee for use of the columbarium in the city cemetery.

Update the approving authority for utility billing payment arrangements and deposit reviews to the Finance Director who is now the supervisor of the utility billing department.

Allow for customers to request a waiver of late fees if they have an account that has been paid on time for a 12 month period.

Allow for the removal of sewer service fees for meters that are installed for irrigation purposes only.

FISCAL IMPACT:

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

LEGAL REVIEW:

The City Manager reviewed this item.

ATTACHMENTS:

Ordinance

RECOMMENDED MOTION AND/OR ACTION:

Move to approve Ordinance 22-01 repealing and replacing Ordinance 21-11 establishing a General Fee Schedule for the City of Breckenridge and establishing an effective date.

ORDINANCE NO. 22-01

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS, REPEALING AND REPLACING ORDINANCE NO. 21-11; ESTABLISHING A GENERAL FEE SCHEDULE FOR THE CITY OF BRECKENRIDGE; PROVIDING AN OPEN MEETINGS CLAUSE; ESTABLISHING A REVENUE DEFICIT SURCHARGE ON ALL UTILITY ACCOUNTS; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

- I. **Repeal.** Ordinance No. 21-11, adopted on September 7, 2021, is hereby repealed. All other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed to the extent of such conflict.
- II. **Enactment.** Ordinance No. 22-01 shall be the Fee Schedule Ordinance of the City of Breckenridge and shall establish all fees under the Breckenridge Code of Ordinances.

Fee Schedule of the City of Breckenridge, Texas
Effective February 1, 2022

I. Chapter 3 - Parks, playgrounds, etc.

(A) Non Profit Organization

Nonprofit organizations may request the rental fee be waived for the facility; however, the deposit shall be required.

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

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

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

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

- (D) Pool Party Rates (Sec. 3.20)
 - (1) 1 to 90 people per hour fee \$100.00
 - (2) 91 to 120 people per hour fee \$120.00
 - (3) 121 to 140 people per hour fee \$140.00

II. Chapter 4 - Animals and Fowl

- (A) Permit for Selling, Grooming, Breeding, or Boarding of Dogs (Sec. 4-14): \$75.00 per year
- (B) Dog License Fee (Sec. 4-20): \$10.00 per year
 * the Dog License Fee may be waived by the Animal Services Supervisor in the interest of animal care.
- (C) Impoundment Fees (Sec. 4-31):
 - (1) Impounded dog, cat, or fowl:
 - (a) Pound Fee: \$15.00 per animal or fowl
 - (b) Board Fee: \$10.00 per 24-hour period or part thereof
 - (c) Impounded dog without City License: \$25.00
 - (d) The cost of any vaccinations or veterinary care provided to the animal while impounded: \$25.00 Minimum
 - (2) All other impounded animals:
 - (a) Pound Fee: \$20.00 per animal
 - (b) Board Fee: \$15.00 per 24-hour period or part thereof
 - (c) The cost of any vaccinations or veterinary care provided to the animal while impounded: \$25.00 Minimum
- (D) Dangerous Dog Registration Fee (Sec 4-40): \$50.00 per year

III. Chapter 5 - Buildings and Structures

- (A) Building Permits (Sec. 5-3):
 - (1) New Construction: \$50.00 plus \$0.05 per square foot
 - (2) Remodel - Residential: \$50.00
 - (3) Remodel - Commercial: \$50.00 plus \$0.05 per square foot
 - (4) Sign, Fence, and Window: \$40.00
- (B) Demolition Permits (Sec. 5-4): \$100.00 plus insurance
- (C) Electrical Permits (Sec. 5-37):
 - (1) Residential: \$40.00
 - (2) Commercial: \$40.00 plus \$0.05 per square foot
 - (3) Re-inspection Fee: \$25.00 per trip
 - (4) Meter Upgrade: \$75.00
- (D) Permit to Move Building (Sec. 5-51): \$50.00

- (E) Plumbing Permits and Inspections (Sec. 5-60.1):
- (1) Residential: \$40.00
 - (2) Commercial: \$40.00 plus \$0.05 per square foot
 - (3) Re-inspection Fee: \$25.00 per trip
 - (4) Inspections outside of normal business hours: Not available
 - (5) Inspections - no fee is specifically indicated: \$20.00 per hour (1/2 hour minimum)
 - (6) Additional plan review required by changes, additions, or revisions to approved plans: \$20.00 per hour (1/2 hour minimum)

- (F) Gas Permits and Inspections (Sec. 5-61.1):
- (1) Permit: \$40.00
 - (2) Re-inspection Fee: \$25.00 per trip
 - (3) Inspections outside of normal business hours: Not available

- (G) Mechanical Permits and Inspections (Sec. 5-100):
- *For installation of heating, ventilating, refrigeration, or air conditioning systems
- (1) Residential: \$40.00
 - (2) Commercial: \$40.00 plus \$0.05 per square foot
 - (3) Re-inspection Fee: \$25.00 per trip

IV. Chapter 9 - Fire Protection and Prevention

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

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

- (A) Administrative Sanitation Fee: \$5.00

- (B) Trash Rate Codes:
 (RI = Residential Inside City Limits, CI = Commercial Inside City Limits, RO = Residential Outside City Limits, CO = Commercial Outside City Limits)

TDCJ		\$5,940.89		T14 - CI	3 Poly Carts	2x's Weekly	\$ 77.00
T1 - RI	1 Poly Cart	\$ 16.00		T15 - CI	1/5 Yard	1x Weekly	\$ 50.00
T2 - RI	2 Poly Carts	\$ 24.00		T16 - CI	3 Yard	1x Weekly	\$ 92.00
T3 - RI	3 Poly Carts	\$ 32.00		T17 - CI	3 Yard	2x's Weekly	\$ 161.50
T4 - CI	1 Poly Cart	\$ 31.00		T18 - CI	3 Yard	3x's Weekly	\$ 225.00
T5 - CI	2 Poly Carts	\$ 46.50		T19 - CI	3 Yard	4x's Weekly	\$ 301.00
T6 - CI	3 Poly Carts	\$ 62.00		T20 - CI	3 Yard	5x's Weekly	\$ 375.00
T7 - RO	1 Poly Cart	\$ 16.00		T21	1/5 Yard	Delivery/Removal	\$46.00
T8 - RO	2 Poly Carts	\$ 24.00		T22	3 Yard	Delivery/Removal	\$46.00
T9 - RO	3 Poly Carts	\$ 32.00		T23	3 Yard	Extra Pick-up	\$47.00 per occur.
T10 - CO	1 Poly Cart	\$ 31.00		T24	1/5 Yard	Extra Pick-up	\$40.00 per occur.
T11 - CO	2 Poly Carts	\$ 46.50		T25	1 Poly Cart	Delivery/Removal	\$27.50 per occur.

T12 - CO	3 Poly Carts	\$ 62.00		T26 - CI	2 Poly Carts	2x's Weekly	\$57.00 per occur.
T13 - CI at RI rate	1 Poly Cart	\$ 16.00		T27 - CO	1/5 Yard	2x's Weekly	\$99.00 per occur.
Lockbar Rental		\$13 per occur.			Lockbar Installation		\$93.00 per occur.

- (C) Convenience Station - Disposal Fee (Sec. 10-40):
- (1) Per Cubic Yard: \$21.50
 - (2) Less than one (1) Cubic Yard: \$7.00 Minimum*
*Appropriate Fee for portion on 1 Cubic Yard
 - (3) Citizens show their utility bill permitted 1 free dump each month

VI. Chapter 13 - Occupational Licenses and Regulations

- (A) Permit Fee for Shows, Circuses, etc. (Sec. 13-3): \$50.00 per day
- (B) Peddler License Fees (Sec. 13-65):
- (1) Peddler or Solicitor:
 - (a) Application Fee: \$30.00
 - (b) License Fee: \$35.00
 - (2) Itinerant Vendor:
 - (a) License Fee: \$250.00
 - (3) Canvasser:
 - (a) Application Fee: None
 - (b) License Fee: None
 - (4) Mobile Food Vendor:
 - (a) Application Fee: \$25.00

VII. Chapter 14 - Offenses and Miscellaneous Provisions

- (A) Sport Shooting Range Application Fee (Sec. 14-2): \$25.00

VIII. Chapter 16 - Cemetery

- (A) Costs (Sec. 16-10)
- (1) Administration Fee \$ 50.00
 - (2) Section A
 - Plot - Upright Head / Foot Stone \$ 1,000.00
 - Plot - Flat Head / Foot Stone \$ 800.00
 - Urn \$ 150.00
 - (3) Section B
 - Plot - Upright Head / Foot Stone \$ 1,200.00
 - Plot - Flat Head / Foot Stone \$ 1,000.00
 - Urn \$ 150.00
 - (4) Section C
 - Plot - Upright Head / Foot Stone \$ 1,000.00
 - Plot - Flat Head / Foot Stone \$ 800.00

		Urn	\$ 150.00
(5)	Section J	Plot - Upright Head / Foot Stone	\$ 800.00
		Plot - Flat Head / Foot Stone	\$ 400.00
		Urn	\$ 150.00
(6)	Section K	Plot - Upright Head / Foot Stone	\$ 600.00
		Plot - Flat Head / Foot Stone	\$ 300.00
		Urn	\$ 150.00
(7)	Baby Land	Plot - Flat Head / Foot Stone	\$ 50.00
(8)	Columbarium	Niches	\$ 400.00
		Engraving	\$ 125.00

IX. Chapter 17 - Streets and Sidewalks

- (A) Permit for Network Nodes (Sec. 17-77): \$500.00 for up to 5 Nodes*
\$250.00 each Node after 5*
- (B) Permit for Node Support Poles (Sec. 17-77): \$1,000.00*

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

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

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

X. Chapter 21 - Water and Sewer

- (A) Water Taps (Sec. 21-1):
 - (1) 3/4 inch water tap only \$1,250.00
 - (2) 3/4 inch water tap, bore, and pavement repair \$1,750.00
 - (3) 3/4 inch water tap and pavement repair \$2,575.00
 - (4) 1 inch water tap only \$1,450.00
 - (5) 1 inch water tap, bore, and pavement repair \$1,950.00
 - (6) 1 inch water tap and pavement repair \$2,775.00
 - (7) 1 1/2 inch water tap only \$1,650.00
 - (8) 1 1/2 inch water tap, bore, and pavement repair \$2,150.00
 - (9) 1 1/2 inch water tap and pavement repair \$2,975.00

(10)	2 inch water tap only	\$1,850.00
(11)	2 inch water tap, bore, and pavement repair	\$2,350.00
(12)	2 inch water tap and pavement repair	\$3,175.00

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

(1)	3/4 inch meter set	\$270.00
(2)	3/4 inch meter set outside city limits	\$540.00
(3)	1 inch meter set	\$410.00
(4)	1 inch meter set outside city limits	\$820.00
(5)	2 inch meter set	\$1,450.00
(6)	2 inch meter set outside city limits	\$2,900.00

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

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

ROCK CLAUSE: the extra cost for excavation of rock shall be in addition to the fees associated above with the water and sewer taps.

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

(1)	Customers in good standing:	\$200.00
<i>At least two times the minimum rate for single-family residential homes within the City limits.</i>		
(2)	Customers with 2 or more disconnects within a 12 month period:	\$400.00
(3)	If, in the judgement of the Finance Director , the minimum security deposit shall be insufficient to insure the city against loss due to nonpayment of a final bill as a result of a customer's use of water above the normal use or based on the payment history, then such customer shall be required to make a deposit in an amount which in the judgement of the city secretary will be sufficient to insure the city against loss due to nonpayment of final bill.	

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

- (1) Payment Extensions: ONLY Two (2) extensions of a maximum of ten (10) calendar days will be permitted on each account within a calendar year.
- (2) Payment Arrangements: At the discretion of the **Finance Director** or her/his designee, payment arrangements will be considered on a case by case basis. Account holder must come in to complete an application for the **Finance Director's** review, approval and conditions of arrangement fully explained and signed off by the account holder.
- (3) Residential customers may request a temporary exemption of late charges once within a calendar year if they have a satisfactory 12-month history of on-time payments for utilities with the City.

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

Inside City Limits

Outside City Limits

(1)	<i>Residential Single Family:</i>		
	First 2,000 gallons (minimum):	\$40.00	\$60.00
	Next 3,000 gallons, per thousand:	\$6.60	\$9.90
	Next 5,000 gallons, per thousand:	\$7.00	\$10.50
	Next 10,000 gallons, per thousand:	\$8.15	\$12.20
	Over 20,000 gallons, per thousand:	\$9.30	\$13.95

(2)	<i>Commercial and Apartments:</i>		
	First 2,000 gallons (minimum):	\$49.50	\$74.25
	Next 3,000 gallons, per thousand:	\$6.60	\$9.90
	Next 5,000 gallons, per thousand:	\$7.00	\$10.50
	Next 10,000 gallons, per thousand:	\$8.15	\$12.25
	Over 20,000 gallons, per thousand:	\$9.30	\$13.95

(3) Add \$5.40 or \$10.80 to the minimum charge for each additional family, apartment or house over two (2) allowed for \$49.50 or \$74.25 minimum that is connected to the **same meter**.

(4) *Texas Department of Criminal Justice - Walker Sayle Unit:*
per one thousand gallons: \$8.60

(5) *High Mesa Water Company:*
First 2,000 gallons (minimum): \$45.50
2,001 gallons and over, per one thousand gallons: \$6.00

(6) *Stephens Regional Special Utility District:*
per one thousand gallons: \$6.00

(7) *Plant Water:*
per one thousand gallons: \$12.50

(8) *Meter Access:*
Meter Reader unable to access meter to get reading due to customer parking over meter or any blocking meter access in any way. \$25.00

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

(1)	Late Payment Fee:	\$25.00
(2)	Reconnection Fee:	
	(a) During normal operating hours:	\$10.00
	(b) After hours:	\$25.00

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

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

(1)	Disconnection during normal operating hours:	\$10.00
(2)	Disconnection after hours:	\$25.00

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

- (1) Connection Fee:
 - (a) During normal operating hours: \$10.00
 - (b) After hours: \$25.00
- (2) Transfer Fee:
 - (a) During normal operating hours: \$10.00
 - (b) After hours: \$25.00

(J) Sewer Service Charges (Sec. 21-44):

		<i>Inside City Limits</i>	<i>Outside City Limits</i>
(1)	<i>Residential Single Family:</i>		
	First 5,000 gallons (minimum):	\$37.50	\$56.25
	Over 5,000 gallons, per thousand:	\$3.75	\$5.60
	Maximum monthly charge:	\$93.75	\$140.60
(2)	<i>All other use:</i>		
	First 5,000 gallons (minimum):	\$41.25	\$61.90
	Over 5,000 gallons, per thousand:	\$5.00	\$7.50
	Maximum monthly charge:	\$500.00	\$750.00
(3)	<i>Sewer Irrigation Credit:</i>		
	Residential Single Family:	\$25.00	\$50.00
	All other use:	\$100.00	\$200.00
(4)	<i>Texas Department of Criminal Justice - Walker Sayle Unit:</i>		
	per thousand gallons of water, or portion thereof, used monthly:		\$5.05

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

(K) Reconnection Fee (Sec. 21.44):

- (1) Reconnection during normal operating hours: \$10.00
- (2) Reconnection after hours: \$25.00

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

- (1) Blockage Caused by a Generator:
 - (a) First Violation: \$400.00
 - (b) Second Violation (within 2 years of 1st): \$500.00
 - (c) Third Violation (within 2 years of 1st or 2nd): \$750.00
 - (d) Repeat Offenders (in addition to penalty (a), (b), or (c)): \$250.00
- (2) General Violations:
 - (a) First Violation: Written Warning
 - (b) Second Violation (within 2 years of warning): \$400.00
 - (c) Third Violation (within 2 years of warning): \$500.00
 - (d) Fourth Violation (within 2 years of warning): \$750.00
 - (e) Repeat Offenders (in addition to penalty (b), (c) or (d)): \$250.00

(M) Revenue Deficit Surcharge:

- (1) Surcharge per utility account: \$10.00

XI. Chapter 22 - Zoning

(A) Permits Related to Zoning (Sec. 22-8):

- (1) Mobile Home Permits: \$50.00
- (2) Certificate of Occupancy (on commercial application): \$20.00
- (3) Locating Portable Building: \$40.00

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

IV. **Effective Date.** This ordinance shall take effect on February 1, 2022 and shall be published prior to that time according to the terms of the City Charter and the Texas Local Government Code.

The above and foregoing ordinance was duly proposed, read in full, and adopted upon first reading on December 7, 2021 at a regular meeting of the City Commission.

The above and foregoing ordinance was read and finally adopted upon second reading on January 4, 2022 at a regular meeting of the City Commission.

Bob Sims, Mayor

ATTEST:

Heather Robertson-Caraway, City Secretary

S E A L